CITY OF SEATTLE

City Council

Agenda

Tuesday, June 2, 2026

2:00 PM

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

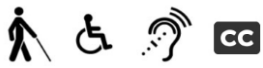
Joy Hollingsworth, Council President
Dionne Foster, Member
Debora Juarez, Member
Robert Kettle, Member
Eddie Lin, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Dan Strauss, Member

Chair Info: 206-684-8803; Joy.Hollingsworth@seattle.gov

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CITY OF SEATTLE

City Council
Agenda

June 2, 2026 - 2:00 PM

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

Committee Website:
http://www.seattle.gov/council

Members of the public may register for remote or in-person Public Comment to address the Council. 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 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.

Written comments must be submitted prior to 10 a.m. to ensure that they are distributed to Councilmembers prior to the start of the meeting. Comments may be submitted at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Comments received after 10 a.m. will be distributed after the meeting to Councilmembers and included as part of the public record.

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; Introduction and Referral Calendar; and Council's Work Program; and total time allotted to public comment at this meeting is up to one hour.

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

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

IRC 525 June 2, 2026

Attachments: Introduction and Referral Calendar

F. APPROVAL OF THE AGENDA

G. APPROVAL OF CONSENT CALENDAR

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

Journal:

1. Min 569 May 19, 2026

Attachments: Minutes

Bills:

2. CB 121216 An ordinance appropriating money to pay certain claims for the week of May 11, 2026, through May 15, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Attachments: Summary and Fiscal Note

3. CB 121217 An ordinance appropriating money to pay certain claims for the week of May 18, 2026, through May 22, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Supporting Documents: Summary and Fiscal Note

PARKS AND CITY LIGHT COMMITTEE:

4. CB 121199 AN ORDINANCE relating to the City Light Department; accepting Statutory Warranty Deeds to the Meyer Family Trust property in King County, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Ruble, Whitmore Properties LLC, Lang, and Sims properties, a Bargain and Sale Deed to the Kalkoske property, and a Quit Claim Deed to the Loney property in Skagit County, Washington, all for salmonid habitat protection purposes; ratifying acceptance of the Salmon Recovery Funding Board grants and funding for property acquisitions; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the City's grants of Deeds of Right to the State of Washington for the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Whitmore Properties LLC, and Lang properties for salmon recovery and conservation purposes; placing said lands conveyed to the City under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 5 - Juarez, Kettle, Rivera, Saka, Strauss
Opposed: None

Attachments: Atts A-U - Deeds

Supporting Documents:
Summary and Fiscal Note
Summary Att 1 - SCL ESA Lands Map King County
Summary Att 2 - SCL ESA Lands Map Skagit Snohomish Counties

5. CB 121205

An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer or designee to grant an easement over a portion of fee owned property to King County; and accepting payment of the fair market value for the easement.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Juarez, Kettle, Rivera, Saka
Opposed: None
Abstain: 1 - Strauss

Attachments: Att 1 - King County Sidewalk Easement

Supporting Documents:
Summary and Fiscal Note
Summary Att 1 - Map of Seattle City Light Parcel
Summary Att 2 – 68th Ave S King County Right of Way Plans

6. CB 121211

An ordinance relating to current use taxation; approving an application for classification of property located at 4807 SW 54th Street under the King County Public Benefit Rating System.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 5 - Juarez, Kettle, Rivera, Saka, Strauss
Opposed: None

Attachments: Att 1 – King County Department of Natural Resources and Parks report on application E25CT021S
Att 2 - Beyers Bulldog Garden Coordination Agreement and Lease between The City of Seattle Department of Neighborhoods and GROW

Supporting Documents:
Summary and Fiscal Note

7. CB 121212 An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with The Madison Park Cooperative Preschool to operate and provide management of the Madison Beach Park Bathhouse located at 1900 43rd Ave East.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Juarez, Kettle, Saka, Strauss
Opposed: None
Absent(NV): 1 - Rivera

Attachments: Att 1 - Madison Beach Park Bathhouse Preschool Contract

Supporting Documents: Summary and Fiscal Note
Summary Att A - Map of Madison Beach Park

8. CB 121213 An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with Victory Heights Cooperative Preschool to operate and provide management of the Victory Heights Shelterhouse located at 1747 NE 106th Street.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 5 - Juarez, Kettle, Rivera, Saka, Strauss
Opposed: None

Attachments: Att 1 – Victory Heights Shelterhouse Preschool Contract

Supporting Documents: Summary and Fiscal Note
Summary Att A - Victory Heights Playground Shelterhouse Map

Appointments:

HOUSING, ARTS, AND CIVIL RIGHTS COMMITTEE:

9. Appt 03505 Appointment of Kim Kkwafkwao as member, Seattle Human Rights Commission, for a term to July 22, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Foster, Juarez, Rinck
Opposed: None

Attachments: Appointment Packet

10. Appt 03506 Appointment of J. Queen Adams as member, Seattle Human Rights Commission, for a term to July 22, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Foster, Juarez, Rinck
Opposed: None

Attachments: Appointment Packet

11. Appt 03507 Appointment of David J. Isaak as member, Seattle Human Rights Commission, for a term to July 22, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Foster, Juarez, Rinck
Opposed: None

Attachments: Appointment Packet

12. Appt 03508 Appointment of Thomas Geffner as member, Seattle Social Housing Public Development Authority Governing Council, for a term to May 22, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Foster, Juarez, Rinck
Opposed: None

Attachments: Appointment Packet

LIBRARIES, EDUCATION, AND NEIGHBORHOODS COMMITTEE:

13. Appt 03498 Appointment of Olivia Barlow as member, Community Involvement Commission, for a term to May 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Rivera, Hollingsworth, Lin, Rinck
Opposed: None

Attachments: Appointment Packet

14. Appt 03499 Appointment of Negash Hassen as member, Community Involvement Commission, for a term to May 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Rivera, Hollingsworth, Lin, Rinck
Opposed: None

Attachments: Appointment Packet

15. Appt 03500 Appointment of Nate Lessler as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Rivera, Lin, Rinck
Opposed: None
Absent(NV): 1 - Hollingsworth

Attachments: Appointment Packet

16. Appt 03501 Appointment of Bryce Seidl as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 3 - Rivera, Lin, Rinck
Opposed: None
Absent(NV): 1 - Hollingsworth

Attachments: Appointment Packet

17. Appt 03502 Appointment of Christopher Scott as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Rivera, Hollingsworth, Lin, Rinck
Opposed: None

Attachments: Appointment Packet

18. Appt 03503 Reappointment of Devin McComb as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Rivera, Hollingsworth, Lin, Rinck
Opposed: None

Attachments: Appointment Packet

19. Appt 03504 Reappointment of Paul Neal as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Rivera, Hollingsworth, Lin, Rinck
Opposed: None

Attachments: Appointment Packet

H. COMMITTEE REPORTS

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

FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:

1. Appt 03468 Appointment of Dwight D. Dively as Director of Finance of the Office of City Finance, for a term to December 31, 2029.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Strauss, Hollingsworth, Kettle, Saka
Opposed: None

Attachments: Appointment Packet
Written Responses to Council Questions

HUMAN SERVICES, LABOR, AND ECONOMIC DEVELOPMENT COMMITTEE:

2. Appt 03469 Appointment of Beto Yarce as Director of the Office of Economic Development.

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Rinck, Foster, Hollingsworth, Juarez, Saka
Opposed: None

Attachments: Appointment Packet
Written Questions and Responses

3. Res 32202 A resolution regarding next steps after the forensic evaluation of the King County Regional Homelessness Authority (KCRHA); requesting that the Seattle Mayor take steps to immediately safeguard public funds, provide an initial assessment of whether it is feasible for KCRHA to adequately address all of the findings in the forensic evaluation, recommend if KCRHA should be dissolved, restructured, or continue as is, submit a set of next steps on how the City will approach the dissolution or restructure of KCRHA if determined to be necessary, and submit monthly reports to Council.

The Committee recommends that City Council adopt the Resolution (Res).
In Favor: 5 - Rinck, Foster, Hollingsworth, Juarez, Saka
Opposed: None

Supporting Documents: Summary and Fiscal Note v2

GOVERNANCE AND UTILITIES COMMITTEE:

4. CB 121190

An ordinance relating to the 2026 Stormwater Code Update; updating stormwater control requirements for development, roadways, utilities, and maintenance activities; strengthening stormwater treatment and infiltration standards; clarifying vesting and review thresholds; ensuring the City's compliance with requirements of the City's 2024-2029 Phase 1 Municipal Stormwater Permit issued by the State Department of Ecology; and amending Chapters 22.800, 22.801, 22.802, 22.803, 22.805, and 22.807 of the Seattle Municipal Code.

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 4 - Hollingsworth, Juarez, Kettle, Rivera
Opposed: None

Supporting Documents:

Summary and Fiscal Note v2
Summary Ex A - Legislative Summary
Summary Ex B - Ecology Conditional Approval Letter
Summary Ex C - Environmentally Critical Areas
Amendment A

LAND USE AND SUSTAINABILITY COMMITTEE:

5. CB 121196 An ordinance relating to land use and zoning; rezoning certain land in the University District, the Fremont neighborhood, the Madison/Miller neighborhood, the Rainier Beach neighborhood, and the Downtown neighborhood; rezoning land and amending development standards to increase housing supply, support multi-purpose redevelopment on certain sites with community-based uses, remove code barriers to passive house, modular, and mass timber construction and to conversion from commercial space to housing in more zones, and incentivize community-serving uses along with the construction of more housing in certain areas; amending Sections 23.40.080, 23.47A.009, 23.49.008, 23.49.011, 23.49.036, 23.49.058, and 23.49.158 of the Seattle Municipal Code; adding a new Section 23.40.090 to the Seattle Municipal Code; adding a new Map 1L to Chapter 23.49 of the Seattle Municipal Code; and amending Chapter 23.32 of the Seattle Municipal Code at pages 60, 76, 109, 112, and 188 of the Official Land Use Map.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Lin, Strauss, Foster, Rinck
Opposed: None
Abstain: 1 - Hollingsworth

Attachments: Full Text: CB 121196 v1
Att 1 – Eligible Areas for Residential Height Limit Increase
Att 2 – Fremont - Stone Way Rezone Map
Att 3 – Downtown Retail Core Rezone Map
Att 4 – University District Rezone Map
Att 5 – Rainier Beach Rezone Map
Att 6 – Madison - Miller Rezone Map

Supporting Documents: Summary and Fiscal Note

PARKS AND CITY LIGHT COMMITTEE:

6. CB 121204 An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to grant an easement over a portion of fee owned property to Puget Sound Energy; and accepting payment of the fair market value for the easement.

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 5 - Juarez, Kettle, Rivera, Saka, Strauss
Opposed: None

Attachments: Att 1 - Legal Description of Seattle City Light Parcel 0924059143
Att 2 - Puget Sound Energy Easement with Exhibits

Supporting Documents: Summary and Fiscal Note
Summary Att 1 - Map of SCL Parcel 0924059143

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT

Legislation Text

File #: IRC 525, **Version:** 1

June 2, 2026

SEATTLE CITY COUNCIL

June 02, 2026

Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
By: Strauss		
1. CB 121216	An ordinance appropriating money to pay certain claims for the week of May 11, 2026, through May 15, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
By: Strauss		
2. CB 121217	An ordinance appropriating money to pay certain claims for the week of May 18, 2026, through May 22, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
By: Hollingsworth		
3. Res 32208	A resolution retiring introduced and referred Council Bills, Resolutions, Clerk Files, and Appointments that have received no further action.	City Council
By: Hollingsworth		
4. CB 121221	An ordinance relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to enter into a contract with Waste Management of Washington, Inc., to provide recycling processing services for The City of Seattle; and ratifying and confirming certain prior acts.	Governance and Utilities Committee
By: Strauss		
5. CB 121222	An ordinance relating to the Utility Discount Program; amending the income threshold for the utility discount program for water, wastewater, drainage, solid waste, and electric utility services; and amending Sections 21.49.040 and 21.76.030 of the Seattle Municipal Code.	Governance and Utilities Committee
By: Hollingsworth		
6. Appt 03510	Appointment of Sarah Champ as member, Seattle Public Utilities Customer Review Panel, for a term to July 31, 2028.	Governance and Utilities Committee

By: Foster

7. CB 121218 — An ordinance relating to housing for low-income households; adopting the 2023 Seattle Housing Levy Administrative and Financial Plan for program years 2026-2028; adopting Housing Funding Policies for program years 2026-2028 for the 2023 Seattle Housing Levy and other fund sources; authorizing actions by the Director of Housing regarding past and future housing loans and contracts; and ratifying and confirming certain prior acts. — Housing, Arts, and Civil Rights Committee

By: Foster

8. Res 32209 — A resolution approving the proposed charter amendments recommended by the board of the Seattle Social Housing Developer. — Housing, Arts, and Civil Rights Committee

By: Rinck

9. CB 121219 — An ordinance relating to City employment; correcting pay compression and inversion for certain non-represented classifications, and adjusting rates of pay for affected titles. — Human Services, Labor, and Economic Development Committee

By: Rinck

10. Res 32207 — A resolution adopting updated policies regarding the establishment and management of Parking and Business Improvement Areas for The City of Seattle; and superseding Resolution 31657. — Human Services, Labor, and Economic Development Committee

By: Rinck

11. Appt 03516 — Appointment of Danielle Budd as member, Domestic Workers Standards Board, for a term to February 28, 2028. — Human Services, Labor, and Economic Development Committee

By: Rinck

12. Appt 03517 — Reappointment of Estefana R. Harry as member, Domestic Workers Standards Board, for a term to February 28, 2028. — Human Services, Labor, and Economic Development Committee

By: Rinck

13. Appt 03518 — Appointment of Serhii Fulytka as member, Domestic Workers Standards Board, for a term to February 28, 2029. — Human Services, Labor, and Economic Development Committee

By: Rinck

14.	Appt 03519	Appointment of Jared Lowery as member, Domestic Workers Standards Board, for a term to February 28, 2029.	Human Services, Labor, and Economic Development Committee

By: Lin

15.	CB 121220	An ordinance relating to land use and zoning; approving the extension of a contract rezone approved by Ordinance 125632 and accepting an amended Property Use and Development Agreement for a property located at 5201 Rainier Avenue South (Application by Eagle Rock Ventures and 5201 Rainier, LLC, C.F. 314549, SDCI Project 3018378-LU).	Land Use and Sustainability Committee

By: Juarez

16.	Res 32206	A resolution relating to the City Light Department; acknowledging and approving the 2026 Integrated Resource Plan as conforming with the public policy objectives of The City of Seattle and the requirements of the State of Washington; and approving the Integrated Resource Plan for the biennium September 2026 through August 2028.	Parks and City Light Committee

Legislation Text

File #: Min 569, **Version:** 1

May 19, 2026

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104

Journal of the Proceedings of the Seattle City Council

Tuesday, May 19, 2026

2:00 PM

Council Chamber, City Hall
600 4th Avenue
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City Council

Joy Hollingsworth, Council President
Dionne Foster, Member
Debora Juarez, Member
Robert Kettle, Member
Eddie Lin, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Dan Strauss, Member

Chair Info: 206-684-8803; Joy.Hollingsworth@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on May 19, 2026, pursuant to the provisions of the City Charter. The meeting was called to order at 2:02 p.m., with Council President Hollingsworth presiding.

B. ROLL CALL

Present: 8 - Foster, Hollingsworth, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Late Arrival: 1 - Juarez

Councilmember Juarez joined the meeting at 2:03 p.m.

C. PRESENTATIONS

Council President Hollingsworth presented a proclamation proclaiming May 19, 2026, to be “State Champion Rainier Beach Boys’ Basketball Day.” By unanimous consent, the Council Rules were suspended to allow Council President Hollingsworth to present the proclamation, and to allow Coach Mike Bethea to address the Council.

D. PUBLIC COMMENT

The following individuals addressed the Council:
Ashley Nerbovig
Ivan Gerdes
Anitra Freeman
Greg Greer
Tara Miller
Julia Beabout
Charles Kight
Yvette Dinish
Ruth Dight
Denise Perez Lally
Marta Kidane
Cara Williams
Scott Buzzard
Kenneth P.
Margaret Shield
Scott D. Boone
Bryan Porter
Patrick McKee
Howard Gale
Aidon Carroll
Jalayna Ruland
Hannah Whitworth
Koncrete Rose
Rose Legionaires
Hilary Santini
David Haines
Alberto Alvarez
Kyler Parris
Nathan Wall
Alex Lofton
Sam Wolff
Hali Willis
Jonathan Toledo
Bennett

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

IRC 524 **May 19, 2026**

The Introduction & Referral Calendar (IRC) was adopted by the following vote, and the President signed the Introduction & Referral Calendar (IRC):

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the Agenda was adopted.

G. APPROVAL OF CONSENT CALENDAR

Motion was made by Council President Hollingsworth, duly seconded and carried, to approve the Consent Agenda.

Journal:

1. Min 568 **May 12, 2026**

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

Bills:

2. CB 121210 **An ordinance appropriating money to pay certain claims for the week of May 4, 2026, through May 8, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

Appointments:

GOVERNANCE AND UTILITIES COMMITTEE:

3. Appt 03495 **Appointment of Stan Diddams as member, Seattle Public Utilities Customer Review Panel, for a term to July 31, 2028.**

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Hollingsworth, Juarez, Kettle, Rivera, Strauss
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

4. Appt 03496 **Appointment of Gabriel Navarro as member, Seattle Public Utilities Customer Review Panel, for a term to July 31, 2028.**

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Hollingsworth, Juarez, Kettle, Rivera, Strauss
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

H. COMMITTEE REPORTS

GOVERNANCE AND UTILITIES COMMITTEE:

1. Appt 03494 **Reappointment of Andrew Lee as General Manager and Chief Executive Officer of Seattle Public Utilities, for a term to December 31, 2029.**

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 5 - Hollingsworth, Juarez, Kettle, Rivera, Strauss
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

The Council President invited General Manager and Chief Executive Officer Lee to address the Council.

2. CB 121202 **An ordinance relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities, or designee, to execute an amendment to the interlocal agreement between Seattle Public Utilities and the King County Flood Control Zone District for the South Park Interim Flooding Preparedness and Response Program; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities, or designee, to execute additional amendments to the interlocal agreement between Seattle Public Utilities and the King County Flood Control Zone District for the South Park Interim Flooding Preparedness and Response Program; and ratifying and confirming certain prior acts.**

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Hollingsworth, Juarez, Kettle, Rivera
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

LIBRARIES, EDUCATION, AND NEIGHBORHOODS COMMITTEE:

3. Appt 03492 **Appointment of Quynh Pham as Director of the Department of Neighborhoods, for a term to December 31, 2029.**

The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Rivera, Foster, Lin, Rinck
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

The Council President invited Director Pham to address the Council.

4. CB 121197 **AN ORDINANCE relating to historic preservation; imposing controls upon the Woodin House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.**

The Committee recommends that City Council pass the Council Bill (CB).
In Favor: 4 - Rivera, Foster, Lin, Rinck
Opposed: None

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

LAND USE AND SUSTAINABILITY COMMITTEE:

5. CB 121195 **An ordinance relating to land use and zoning; adopting interim provisions to expand the capacity of transitional encampments; and amending Sections 23.42.054 and 23.42.056 of the Seattle Municipal Code.**

The Committee recommends that City Council pass as amended the Council Bill (CB).
In Favor: 5 - Lin, Strauss, Foster, Hollingsworth, Rinck
Opposed: None

ACTION 1:
Motion was made by Councilmember Rivera and duly seconded, to amend Council Bill 121195, by amending Section 3 to Council Bill 121195, Section 23.42.056 of the Seattle Municipal Code, Transitional encampment as an interim use, as shown on Attachment 1 to the Minutes.

The Motion carried by the following vote:
In favor: 5 - Hollingsworth, Juarez, Kettle, Rivera, Saka
Opposed: 4 - Foster, Lin, Rinck, Strauss

ACTION 2:
Motion was made by Councilmember Rivera and duly seconded, to amend Council Bill 121195, by amending Section 3 to Council Bill 121195, Section 23.42.056 of the Seattle Municipal Code, Transitional encampment as an interim use, as shown on Attachment 2 to the Minutes.

The Motion failed by the following vote:
In favor: 2 - Juarez, Rivera
Opposed: 7 - Foster, Hollingsworth, Kettle, Lin, Rinck, Saka, Strauss

ACTION 3:
Motion was made by Councilmember Strauss and duly seconded, to amend Council Bill 121195, by amending Section 3 to Council Bill 121195, Section 23.42.056 of the Seattle Municipal Code, Transitional encampment as an interim use, as shown on Attachment 3 to the Minutes.

The Motion failed by the following vote:
In favor: 4 - Foster, Hollingsworth, Saka, Strauss
Opposed: 5 - Juarez, Kettle, Lin, Rinck, Rivera

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

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

HOUSING, ARTS, AND CIVIL RIGHTS COMMITTEE:

6. Res 32200 **A resolution creating an Arts and Cultural District in the Columbia Hillman City neighborhood of Seattle.**

The Committee recommends that City Council adopt the Resolution (Res).
In Favor: 5 - Foster, Lin, Hollingsworth, Juarez, Rinck
Opposed: None

The Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

7. Res 32201 **A resolution creating an Arts and Cultural District in the Georgetown neighborhood of Seattle.**

The Committee recommends that City Council adopt the Resolution (Res).
In Favor: 5 - Foster, Lin, Hollingsworth, Juarez, Rinck
Opposed: None

The Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 4:54 p.m.

_____

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on June 2, 2026.

_____

Joy Hollingsworth, Council President of the City Council

Attachment: Att 1 - Action 1 of CB 121195
Attachment: Att 2 - Action 2 of CB 121195
Attachment: Att 3 - Action 3 of CB 121195

Att 1 - Action 1 of CB 121195

Amendment A Version 1 to CB 121195 - MO Transitional Encampment Expansion ORD

Sponsor: Councilmember Rivera

Negotiation of Additional Operating Requirements

Effect: This amendment would provide authority for the City to negotiate additional operating requirements for shelter near existing transitional encampments and schools.

Amend Section 3 to CB121195, as follows:

Section 3. Section 23.42.056 of the Seattle Municipal Code, last amended by Ordinance 126509, is amended as follows:

23.42.056 Transitional encampment as an interim use

A Type I Master Use Permit may be issued for a transitional encampment interim use according to the requirements of this Section 23.42.056.

* * *

D. Additional requirements. The transitional encampment interim use shall meet the following requirements:

* * *

7. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall provide a public safety plan that details the following:

a. Completion of a Crime Prevention through Environmental Design (CPTED) assessment prior to the opening of the transitional encampment, and

integration of any CPTED recommendations into the transitional encampment's design and operations;

b. A protocol for contributing to the data collection and reporting requirements requested in Section 4 of Ordinance 127424, including, but not limited to, the critical incident reports, 911 call data, and Unified Care Team deployments; at a minimum the protocol shall include a requirement that all public safety calls made by the provider that originate from activity in or around the transitional encampment be recorded and reported to the Mayor's Office, with a priority for immediately reporting public safety calls that result in an arrest; and

c. Contact information for a City liaison that neighborhood residents can contact if there are issues occurring outside the transitional encampment boundaries that are beyond the provider's control or authority to address.

8. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date this ordinance shall enter into a Good Neighbor Agreement. The Good Neighbor Agreement shall include:

a. The Good Neighbor Agreement physical boundaries and a corresponding map;

b. The roles and responsibilities of the operator as a good neighbor;

c. Communication protocols for community concerns, including a point of contact for initial concerns, which is posted at the transitional encampment and on the operator's website,

d. A commitment to attend regular community meetings, such as those held by community or business organizations;

e. Rules and behavioral standards for transitional encampment residents and their guests.

9. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall have two staff members on site 24 hours a day every day the encampment is operating.

10. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall strive to provide intensive case management for encampment occupants and consider a ratio of at least one case manager for every 15 high-acuity occupants.

11. For an application for a transitional encampment interim use proposed within 500 feet walking distance of the property line of another legally established transitional encampment interim use or the property line of an elementary or secondary school, the Director, in consultation with the Director of the Human Services Department, may negotiate additional operating requirements to mitigate potential public health and safety impacts. This subsection does not apply to transitional encampments designated for occupants under the age of 18, families, victims of domestic violence, and occupants in recovery from substance abuse disorder.

Att 2 - Action 2 of CB 121195

Amendment B Version 1 to CB 121195 - MO Transitional Encampment Expansion ORD

Sponsor: Councilmember Rivera

Security staffing

Effect: This amendment would require that operators provide trained security staff overnight for encampments designed to accommodate more than 100 occupants.

Amend Section 3 to CB121195, as follows:

Section 3. Section 23.42.056 of the Seattle Municipal Code, last amended by Ordinance 126509, is amended as follows:

23.42.056 Transitional encampment as an interim use

A Type I Master Use Permit may be issued for a transitional encampment interim use according to the requirements of this Section 23.42.056.

* * *

D. Additional requirements. The transitional encampment interim use shall meet the following requirements:

* * *

7. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall provide a public safety plan that details the following:

a. Completion of a Crime Prevention through Environmental Design (CPTED) assessment prior to the opening of the transitional encampment, and

integration of any CPTED recommendations into the transitional encampment's design and operations;

b. A protocol for contributing to the data collection and reporting requirements requested in Section 4 of Ordinance 127424, including, but not limited to, the critical incident reports, 911 call data, and Unified Care Team deployments; at a minimum the protocol shall include a requirement that all public safety calls made by the provider that originate from activity in or around the transitional encampment be recorded and reported to the Mayor's Office, with a priority for immediately reporting public safety calls that result in an arrest; and

c. Contact information for a City liaison that neighborhood residents can contact if there are issues occurring outside the transitional encampment boundaries that are beyond the provider's control or authority to address.

8. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date this ordinance shall enter into a Good Neighbor Agreement. The Good Neighbor Agreement shall include:

a. The Good Neighbor Agreement physical boundaries and a corresponding map;

b. The roles and responsibilities of the operator as a good neighbor;

c. Communication protocols for community concerns, including a point of contact for initial concerns, which is posted at the transitional encampment and on the operator's website,

d. A commitment to attend regular community meetings, such as those held by community or business organizations;

e. Rules and behavioral standards for transitional encampment residents and their guests.

9. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall have two staff members on site 24 hours a day every day the encampment is operating.

10. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall strive to provide intensive case management for encampment occupants and consider a ratio of at least one case manager for every 15 high-acuity occupants.

11. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment designed to accommodate more than 100 occupants that is established or expanded after the effective date of this ordinance shall maintain clearly identifiable, trained security staff at the encampment overnight while the transitional encampment is operating.

Att 3 - Action 3 of CB 121195

Amendment C, Version 1 to CB 121195- MO Transitional Encampment Expansion ORD

Sponsor: Councilmember Strauss

50 Shelter Unit Encampment Neighborhoods

Effect: This amendment would require that operators of new or expanded encampments with more than 100 micro-modular structures or vehicle shelter units be divided into neighborhoods of no greater than 50 shelter units with allowed discretion by the Director, in consultation with the Human Services Department Director, to increase the number of shelters up to 75 in a neighborhood based on site characteristics.

Section 3. Section 23.42.056 of the Seattle Municipal Code, last amended by Ordinance 126509, is amended as follows:

23.42.056 Transitional encampment as an interim use

A Type I Master Use Permit may be issued for a transitional encampment interim use according to the requirements of this Section 23.42.056.

* * *

D. Additional requirements. The transitional encampment interim use shall meet the following requirements:

* * *

7. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall provide a public safety plan that details the following:

a. Completion of a Crime Prevention through Environmental Design (CPTED) assessment prior to the opening of the transitional encampment, and

integration of any CPTED recommendations into the transitional encampment's design and operations;

b. A protocol for contributing to the data collection and reporting requirements requested in Section 4 of Ordinance 127424, including, but not limited to, the critical incident reports, 911 call data, and Unified Care Team deployments; at a minimum the protocol shall include a requirement that all public safety calls made by the provider that originate from activity in or around the transitional encampment be recorded and reported to the Mayor's Office, with a priority for immediately reporting public safety calls that result in an arrest; and

c. Contact information for a City liaison that neighborhood residents can contact if there are issues occurring outside the transitional encampment boundaries that are beyond the provider's control or authority to address.

8. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date this ordinance shall enter into a Good Neighbor Agreement. The Good Neighbor Agreement shall include:

a. The Good Neighbor Agreement physical boundaries and a corresponding map;

b. The roles and responsibilities of the operator as a good neighbor;

c. Communication protocols for community concerns, including a point of contact for initial concerns, which is posted at the transitional encampment and on the operator's website,

d. A commitment to attend regular community meetings, such as those held by community or business organizations;

e. Rules and behavioral standards for transitional encampment residents and their guests.

9. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall have two staff members on site 24 hours a day every day the encampment is operating.

10. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 occupants that is established or expanded after the effective date of this ordinance shall strive to provide intensive case management for encampment occupants and consider a ratio of at least one case manager for every 15 high-acuity occupants.

11. The operator of a transitional encampment interim use who receives funding from the City of Seattle and operates an encampment with more than 100 micro-modular structures or vehicle shelter units that is established or expanded after the effective date of this ordinance shall separate the encampment into self-contained neighborhoods with no more than 50 micro-modular structures or vehicles per neighborhood. The Director, in consultation with the Director of the Human Services Department, may allow up to 75 micro-modular structures or vehicles in a neighborhood to accommodate site constraints across the transitional encampment.

* * *

File #: CB 121216, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance appropriating money to pay certain claims for the week of May 11, 2026, through May 15, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Be it ordained by The City of Seattle as follows:

Section 1. Payment of the sum of $22,461,349.01 on PeopleSoft 9.2 mechanical warrants numbered 4101027611 - 4101029307 plus manual or cancellation issues for claims, e-payables of $16,276.21 on PeopleSoft 9.2 9100016176 - 9100016182, and electronic financial transactions (EFT) in the amount of $59,576,465.73 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

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

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

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

Passed by the City Council and signed in open session in authentication of its passage on June 2, 2026.

President of the City Council

on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

Department: Office of City Finance

Title: An ordinance appropriating money to pay certain claims for the week of May 11, 2026, through May 15, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

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

Summary Attachments: None.

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

No. This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

N/A

c. What financial costs or other impacts might happen if this legislation is not implemented?

The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

d. How might this legislation affect other City departments besides the one that proposed it?

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

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4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

N/A

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

N/A

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

N/A

3. What is the Language Access Plan for communicating with the public about this legislation?

N/A

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

N/A

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

N/A

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

N/A

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

N/A

File #: CB 121217, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance appropriating money to pay certain claims for the week of May 18, 2026, through May 22, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Be it ordained by The City of Seattle as follows:

Section 1. Payment of the sum of $30,074,575.93 on PeopleSoft 9.2 mechanical warrants numbered 4101029308 - 4101031006 plus manual or cancellation issues for claims, e-payables of $214,806.89 on PeopleSoft 9.2 9100016183 - 9100016192, and electronic financial transactions (EFT) in the amount of $57,223,993.48 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. Payment of the sum of $74,022,397.36 on City General Salary Fund mechanical warrants numbered 10483011 - 10483292 plus manual warrants, agencies warrants, and direct deposits numbered 0000001 - 1020488 representing Gross Payrolls for payroll ending date May 19, 2026, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council May 28, 2026, is approved consistent with remaining appropriations in the current budget as amended.

Section 3. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

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

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

Passed by the City Council and signed in open session in authentication of its passage on June 2, 2026.

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

Department: Office of City Finance

Title: An ordinance appropriating money to pay certain claims for the week of May 18, 2026, through May 22, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

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

Summary Attachments: None.

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

No. This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

N/A

c. What financial costs or other impacts might happen if this legislation is not implemented?

The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

d. How might this legislation affect other City departments besides the one that proposed it?

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

---

4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

N/A

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

N/A

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

N/A

3. What is the Language Access Plan for communicating with the public about this legislation?

N/A

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

N/A

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

N/A

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

N/A

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

N/A

File #: CB 121199, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City Light Department; accepting Statutory Warranty Deeds to the Meyer Family Trust property in King County, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Ruble, Whitmore Properties LLC, Lang, and Sims properties, a Bargain and Sale Deed to the Kalkoske property, and a Quit Claim Deed to the Loney property in Skagit County, Washington, all for salmonid habitat protection purposes; ratifying acceptance of the Salmon Recovery Funding Board grants and funding for property acquisitions; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the City's grants of Deeds of Right to the State of Washington for the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Whitmore Properties LLC, and Lang properties for salmon recovery and conservation purposes; placing said lands conveyed to the City under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

WHEREAS, Ordinance 121114 authorized the General Manager and Chief Executive Officer of Seattle City Light, within and subject to appropriation authority and based on appraised market value, to negotiate for and purchase parcels of land in the Skagit River and the Tolt/Snoqualmie River watersheds in furtherance of The City of Seattle's Endangered Species Act Early Action Proposal for salmon habitat conservation, which was approved by Resolution 29905; and

WHEREAS, under authority of Ordinance 121114, the City Light Department (City Light), using funds from Salmon Recovery Funding Board (SRFB) Grants awarded to The City of Seattle, acquired the Meyer Family Trust property in the Tolt River watershed, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Ruble, Whitmore Properties LLC, Lang, and Sims properties in the Skagit River watershed; and

WHEREAS, City Light's purchase of the Crozier and McGown property in the Skagit River watershed was counted as a match towards the SRFB Grants used for purchases under the Early Action Program in

2022 and 2023; and

WHEREAS, RCW 35.94.040 requires a public hearing before lands and property rights originally purchased by a city for utility purposes can be conveyed; and

WHEREAS, the SRFB Grants to The City of Seattle require City Light to convey Deeds of Right to the State of Washington, which includes conditions for purposes of salmon recovery and conservation under which properties purchased with grant funds may be used or sold, with such conditions contained in the Deeds of Right being consistent with the purpose of The City of Seattle's Early Action Program; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Statutory Warranty Deed executed by Loren H. Meyer, Trustee of the Meyer Family Trust on February 24, 2022, as Grantor, recorded under King County Auditor's File Number 20220310000719, a copy of which is included as Attachment A, conveying approximately 0.9 acres located along the Tolt River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 2. The Statutory Warranty Deed executed by Kenneth Brown on November 20, 2023, as Grantor, recorded under Skagit County Auditor's File Number 202311300014, a copy of which is included as Attachment B, conveying approximately 5.3 acres located along Martin Slough as part of the Skagit River to The City of Seattle is hereby accepted; Salmon Recovery Funding Board (SRFB) Grant Project Numbers 18-1502C and 20-2121A are ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on November 16, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202311300055, a copy of which is included as Attachment C, is hereby ratified in fulfillment of SRFB Grants, Project Number 18-1502C and 20-2121A.

Section 3. The Statutory Warranty Deed executed by Marjory Crawford, Personal Representative of the Estate of Lawrence A. Lewis on December 20, 2021, as Grantor, recorded under Skagit County Auditor's File Number 202202280187, a copy of which is included as Attachment D, conveying approximately 20 acres located along Upper Day Slough as part of the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C is ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on April 18, 2022, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202204280077, a copy of which is included as Attachment E, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-1502C.

Section 4. The Statutory Warranty Deed executed by Kevin Crozier and Tara McGown on October 31, 2023, as Grantors, recorded under Skagit County Auditor's File Number 202311150045, a copy of which is included as Attachment F, conveying approximately 10.6 acres located along Martin Slough as part of the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Numbers 22-1442C, 22-1595A and 23-1183C are ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on December 26, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202402220068, a copy of which is included as Attachment G, is hereby ratified in fulfillment of SRFB Grants, Project Number 22-1442C, 22-1595A and 23-1183C.

Section 5. The Statutory Warranty Deed executed by Kathleen Fulwiler on December 1, 2023, as Grantor, recorded under Skagit County Auditor's File Number 202312040067, a copy of which is included as Attachment H, conveying approximately 5.2 acres located along the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C is ratified and the grant funds provided for acquisition

of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on November 16, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202312040069, a copy of which is included as Attachment I, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-1502C.

Section 6. The Statutory Warranty Deed executed by Tyler M. Hershaw and Grace Julieth Hershaw on August 30, 2024, as Grantors, recorded under Skagit County Auditor's File Number 202409190026, a copy of which is included as Attachment J, conveying approximately 11.7 acres along the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Numbers 20-2121A, 21-1382A, and 22-1595A are ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on May 2, 2024, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202409190027, a copy of which is included as Attachment K, is hereby ratified in fulfillment of SRFB Grants, Project Number 20-2121A, 21-1382A, and 22-1595A.

Section 7. The Bargain and Sale Deed executed by Michael J. Kalkoske and Patricia R. Kalkoske on April 28, 2021, as Grantor, recorded under Skagit County Auditor's File Number 202104300207, a copy of which is included as Attachment L, conveying approximately 47.25 acres along the Sauk River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C is ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on March 31, 2021, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202104300208, a copy of which is included as Attachment M, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-1502C.

Section 8. The Quit Claim Deed executed by Theodore Loney on August 2, 2023, as Grantor, recorded under Skagit County Auditor's File Number 20230810037, a copy of which is included as Attachment N, conveying approximately 6 acres located along Upper Day Slough and the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 18-1502C is ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on July 10, 2023, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202308100039, a copy of which is included as Attachment O, is hereby ratified in fulfillment of SRFB Grant, Project Number 18-1502C.

Section 9. The Statutory Warranty Deed executed by Brian Ruble on December 12, 2023, as Grantor, recorded under Skagit County Auditor's File Number 202312130035, a copy of which is included as Attachment P, conveying approximately 0.5 acres located in the floodplain of the Skagit River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 10. The Statutory Warranty Deed executed by Elizabeth Whitmore of Whitmore Properties LLC on July 30, 2025, as Grantor, recorded under Skagit County Auditor's File Number 202507310094, a copy of which is included as Attachment Q, conveying approximately 221 acres located along the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Numbers 22-1595A and 24-1743A are ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on August 8, 2025, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202508190015, a copy of which is included as Attachment R, is hereby ratified in fulfillment of SRFB Grants, Project Number 22-1595A and 24-1743A.

Section 11. The Statutory Warranty Deed executed by Lynne M. Lang and Patrick J. Lang Properties on November 11, 2025, as Grantors, recorded under Skagit County Auditor's File Number 202511190016, a copy of which is included as Attachment S, conveying approximately 19 acres located along Diobsud Creek, part of the Skagit River to The City of Seattle, is hereby accepted; SRFB Grant Project Number 24-1743A is ratified and the grant funds provided for acquisition of this property are accepted; the real property conveyed is placed under the jurisdiction of the City Light Department; and pursuant to RCW 35.94.040 and after public hearing, the Deed of Right for said property executed by the City Light Department on December 30, 2025, as Grantor and State of Washington as Grantee, recorded under Skagit County Auditor's File Number 202601080025, a copy of which is included as Attachment T, is hereby ratified in fulfillment of SRFB Grant, Project Number 24-1743A.

Section 12. The Statutory Warranty Deed executed by Blaise Sims on December 8, 2025, as Grantor, recorded under Skagit County Auditor's File Number 202512090023, a copy of which is included as Attachment U, conveying approximately 19 acres located along the Sauk River to The City of Seattle, is hereby accepted; and the real property conveyed therein is placed under the jurisdiction of the City Light Department.

Section 13. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

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

Passed by the City Council the _____ day of _____, 2026, and signed by me in open session in authentication of its passage this _____ day of _____, 2026.

_____

President _____ of the City Council

Approved / returned unsigned / vetoed this ____day of _____, 2026.

_____

Katie B. Wilson, Mayor

Filed by me this _____ day of _____, 2026.

_____

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment A - Statutory Warranty Deed for Meyer for Meyer Family Trust
Attachment B - Statutory Warranty Deed for Brown
Attachment C - Deed of Right for Brown
Attachment D - Statutory Warranty Deed for Personal Representative Deed for Crawford for Lewis Estate
Attachment E - Deed of Right Crawford for Lewis Estate
Attachment F - Statutory Warranty Deed for Crozier and McGown
Attachment G - Deed of Right for Crozier and McGown
Attachment H - Statutory Warranty Deed for Fulwiler
Attachment I - Deed of Right for Fulwiler
Attachment J - Statutory Warranty Deed for Hershaw
Attachment K - Deed of Right for Hershaw
Attachment L - Bargain and Sale Deed for Kalkoske
Attachment M - Deed of Right for Kalkoske
Attachment N - Quit Claim Deed for Loney
Attachment O - Deed of Right for Loney
Attachment P - Statutory Warranty Deed for Ruble
Attachment Q - Statutory Warranty Deed for Whitmore Properties LLC
Attachment R - Deed of Right for Whitmore Properties LLC
Attachment S - Statutory Warranty Deed for Lang
Attachment T - Deed of Right for Lang
Attachment U - Statutory Warranty Deed for Sims

Instrument Number: 20220310000719 Document:WD Rec: $204.50 Page-1 of 2
Excise Docs: 3176925 Selling Price: $130,000.00 Tax Amount: $2,085.00 Record Date:3/10/2022 10:54 AM
Electronically Recorded King County, WA

WHEN RECORDED RETURN TO:
Name: The City of Seattle acting by and through Seattle City Light
Address: 700 5th Avenue, Suite 3300, PostOffice Box 34023, Real Estate Services Room 3338,

Seattle, WA 98124

Escrow Number: 801391RT
Filed for Record at Request of: ***Rainier Title, LLC***

Unofficial Copy

STATUTORY WARRANTY DEED

THE GRANTOR(S), Loren H. Meyer, Trustee of the Meyer Family Trust dated October 30, 1989, for and in consideration of Ten dollars and Zero cents ($10.00) and other good and valuable consideration in hand paid, conveys, and warrants to The City of Seattle acting by and through Seattle City Light the following described real estate, situated in the County of King, State of Washington:

Parcel A:

Lot 6, Rio Vista, according to the plat thereof recorded in Volume 64 of Plats, page 1, records of King County, Washington.

Parcel B:

Lot 7, Rio Vista, according to the plat thereof recorded in Volume 64 of Plats, page 1, records of King County, Washington;

Situate in the County of King, State of Washington.

Abbreviated Legal: Lots 6 and 7, Rio Vista, Plat Vol. 64, pg. 1, King County

Subject to: See attached Exhibit A, which is made a part hereof by this reference.

Tax Parcel Number(s): 732560-0060-07, 732560-0070-05

Dated: February 24, 2022

TRUSTEE
Loren H. Meyer, Trustee
Of The Meyer Family Trust date October 30, 1989

RECORDED BY
RAINIER TITLE
ORDER # 801391RT

STATE OF Washington

ss.

COUNTY OF King

I certify that I know or have satisfactory evidence that Loren H Meyer (is/are) the person(s) who appeared before me, and said persons (s) acknowledged that (he/she/they) signed this instrument and acknowledge it as the Trustee of **The Meyer Family Trust dated October 30, 1989** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 3/1/2022

JARED BROWN
Notary Public
State of Washington
Commission # 21000173
My Comm. Expires Nov 13, 2024

Name: Jared Brown
Notary Public in the State of Washington
Residing in: Seattle
My Commission Expires: 11/13/2024

LPB 10-05 (r-l)

Instrument Number: 20220310000719 Document:WD Rec: $204.50 Page-2 of 2
Record Date:3/10/2022 10:54 AM King County, WA

Exhibit A

Subject To:

1. Exceptions and reservations contained in deed from Weyerhaeuser Timber Company, a Washington corporation, recorded August 12, 1942, under Recording No. 3257678, whereby the first party expressly saves, excepts and reserves out of the grant hereby made unto itself, its successors and assigns forever, all ores and minerals of any nature whatsoever in or upon said lands, including coal, oil and gas, together with the right to enter upon said lands for the purpose of exploring the same for such ores and minerals, and for the purpose of drilling, opening, developing and working mines and wells hereon, and taking out and removing therefrom all such ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided that the second party, their heirs, representatives, successors or assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon by the exercise of any rights herein reserved; but provided further that the exercise of such right by the first party shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

   The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

2. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the recorded plat of Rio Vista.

3. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Tolt River.

4. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of the Tolt River.

5. Any restrictions on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.

6. Rights and easements of the public for commerce, navigation, recreation and fisheries.

7. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

End of Exhibit A

Unofficial Copy

202311300014
11/30/2023 08:59 AM Pages: 1 of 3 Fees: $205.50
Skagit County Auditor, WA

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue, Suite 3300, PO Box 34023, Real Estate Services, Room 3318
Seattle, WA 98124-9871

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20238882
Nov 30 2023
Amount Paid $2005.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 23-19478

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kenneth Dwaine Brown, as his separate estate, PO Box 108, Deer Harbor, WA 98245,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:
Section 35, Township 35 North, Range 9 East - Ptn. Gov. Lot 1 & Section 36, Township 35 North, Range 9 East - Ptn. Gov. Lot 3

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P45003 and P45032

Dated: 11-20-23

Kenneth Dwaine Brown

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 20th day of November, 2023 by Kenneth Dwaine Brown.

Signature

Notary
Title

My commission expires: 6/23/2025

ELEANOR ROMERO NOTARY PUBLIC STATE OF WASHINGTON COMM # 192259 APPOINTMENT EXPIRES June 23, 2025

EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN State Route 530, Rockport, WA 98283
Tax Parcel Number(s): P45003 and P45032

Property Description:

That portion of the following described tract lying within the boundaries of Government Lot 1 of Section 35, Township 35 North, Range 9 East, W.M. and within the boundaries of Government Lot 3 of Section 36, Township 35 North, Range 9 East, W.M., as conveyed to John L. Mulder and Edna Mulder, his wife, by Deed dated August 3, 1948 and recorded December 14, 1948 as Auditor's File No. 425965 and more particularly described as follows: That certain tract of land situated in Sections 35 and 36, Township 35 North, Range 9 East, W.M. bounded and described as follows: On the Northerly by the Skagit River; on the Easterly by the existing County road (as it existed on August 3, 1948) to its intersection with the former transmission line right-of-way belonging to the City of Seattle and on the Southwesterly by the existing North bank of the slough, creek or old river channel.

EXHIBIT B

23-19478-KH

9. Game Department right-of-way as disclosed by a Certificate of Water Right recorded 4/21/1978 as Auditor's File No. 877943.

10. Easement affecting a portion of subject property for utility lines and related facilities and provisions therein, granted to Puget Sound Energy and/or its predecessors, recorded 1/20/1986, as Auditor's File No. 8601200022.

11. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River on the North and an unnamed slough, creek or old river bed on the South and West, or their banks, or which may result from such change in the future.

12. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

202311300055
11/30/2023 12:36 PM Pages: 1 of 7 Fees: $209.50
Skagit County Auditor, WA

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 11/30/2023

GNW 23-19478

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated Legal Description: Sec. 35, Twp 35N, R.9 E-Ptn. Gov Lot 1 & Sec. 36, Twp 35N, R.9 E-Ptn. Gov Lot 3

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 45003 and 45032; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit

Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; Skagit Watershed Habitat Acquisition IV (b), Project Number 20-2121A signed by the Grantor on the 4th day of December, 2020 and by the Grantee on the 4th day of December, 2020, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.

2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

   Grantee's consent to an inconsistent use or property interest under this Deed

shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: Andrew Strong

Title: Assistant GM (Interim)

Dated this 16th day of November, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

Andrew Strong dlc

I certify that I know or have satisfactory evidence that ~~Mike Haynes~~ 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 and acknowledge it as the ~~Assistant General Manager~~ Interim Environmental Engineering Project Delivery and Generation office, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/16/2023

Signed: _____

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12/19/2025

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052

SLR

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: _____

Name: Scott T Robinson

Title: Deputy Director

Dated this 6th day of November, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/6/2023

Signed: _____

Notary Public in and for the State of Washington,

residing in THURSTON COUNTY.

My commission expires 3/30/2027.

MONICA ATKINS Commission Expires 03-30-2027 NOTARY PUBLIC License Number 23007364 STATE OF WASHINGTON

EXHIBIT A

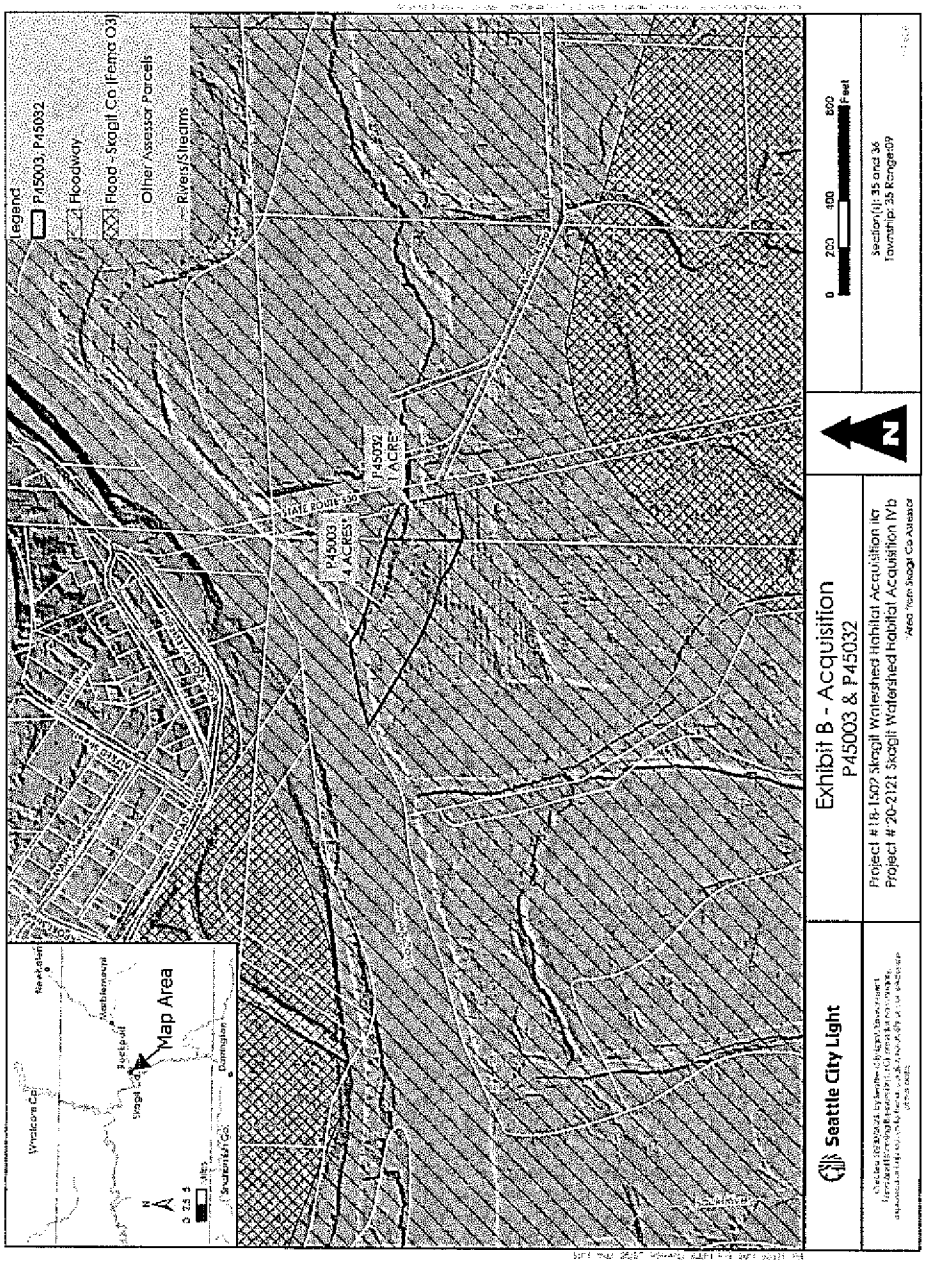
Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the following described tract lying within the boundaries of Government Lot 1 of Section 35, Township 35 North, Range 9 East, W.M. and within the boundaries of Government Lot 3 of Section 36, Township 35 North, Range 9 East, W.M., as conveyed to John L. Mulder and Edna Mulder, his wife, by Deed dated August 3, 1948 and recorded December 14, 1948 as Auditor's File No. 425965 and more particularly described as follows: That certain tract of land situated in Sections 35 and 36, Township 35 North, Range 9 East, W.M. bounded and described as follows: On the Northerly by the Skagit River; on the Easterly by the existing County road (as it existed on August 3, 1948) to its intersection with the former transmission line right-of-way belonging to the City of Seattle and on the Southwesterly by the existing North bank of the slough, creek or old river channel.

EXHIBIT B

Property Map



202202280187
02/28/2022 12:29 PM Pages: 1 of 4 Fees: $206.50
Skagit County Auditor, WA

After Recording Return to:

Seattle City Light
Real Estate Services, SMT 3338
Attn Mary Davis
700 – 5th Ave, Ste 3200
PO Box 34023
Seattle WA 98124-9871

GNW 21-10935

Document Title:	Personal Representative's Deed
Grantor(s):	Marjorie Crawford, Personal Representative of the Estate of Lawrence A. Lewis
Grantee(s):	City of Seattle, a municipal corporation of the State of Washington
Legal Descr.:	Ptn NE ¼ of SW ¼ & PTN E ½ of SE 1/4 , Sec 21-35N-6E
Tax Parcel No.:	P41756/350621-0-011-0302 and P41757/350621-0-012-0004

PERSONAL REPRESENTATIVE'S DEED

1. **GRANTOR.** The undersigned Grantor, Marjorie Crawford, is the qualified acting Personal Representative of the Estate of Lawrence A. Lewis, deceased (the "Estate"), which owns the interest of Lawrence A. Lewis in the subject property.

2. **ESTATE.** Lawrence A. Lewis died on August 23, 2016. Marjorie Crawford was appointed Personal Representative of the Estate by order dated April 14, 2017, in the State of Washington, Superior Court for Skagit County in Cause No. 16-4-00334-6 (the "Probate Proceedings").

3. **NONINTERVENTION POWERS.** By Order entered on April 14, 2017, in the Probate Proceedings, Marjorie Crawford was authorized to settle the Estate without court intervention or supervision.

4. **CONVEYANCE.** Grantor hereby bargains, sells, and conveys to City of Seattle, a municipal corporation of the State of Washington, the Estate's interest in and to the real estate described below, situate in Skagit County, Washington, together with any after-acquired title thereto:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

DATED this 20th day of December, 2021.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 2022-751
Feb 28 2022
Amount Paid $8005.00
Skagit County Treasurer
By Lena Thompson Deputy

Marjorie Crawford PR
Marjorie Crawford, Personal Representative of the Estate of Lawrence A. Lewis

STATE OF WASHINGTON)
PIERCE) ss.
COUNTY OF ~~SKAGIT~~)

On this day personally appeared before me Marjorie Crawford, as Personal Representative of the Estate of Lawrence A. Lewis, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of December, 2021.

AMY JEAN SHACKELFORD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 01-11-22

Amy Jean Shackelford

Notary Public in and for the State of Washington
Residing at EATONVILLE
My commission expires: 1-11-2022

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 32565 & 32569 South Lyman Ferry Road, Sedro-Woolley, WA 98284
Tax Parcel Number(s): P41756/350621-0-011-0302 and P41757/350621-0-012-0004

Property Description:

Parcel "A":

A portion of Government Lots 7 and 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 7; thence North 88°09'37" West along the South line of said Government Lot 7 a distance of 227.30 feet to the North line of the South Lyman Ferry Road which point on a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of 00°35'35" and an arc distance of 6.90 feet; thence North 00°53'54" East a distance of 535.30 feet; thence South 88°09'37" East a distance of 30.03 feet tot he center of a slough; thence following the slough for the next four courses; North 44°05'01" East a distance of 129.50 feet; North 16°20'39" East a distance of 209.04 feet; North 56°25'31" East a distance of 46.02 feet; North 51°26'54" East a distance of 27.93 feet to the North/South Centerline of said Section 21; thence North 00°53'54" East along said centerline a distance of 192.25 feet to the Northwest corner of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South 88°22'55" East along the North line thereof a distance of 237.64 feet to the Northerly projection of the East line of Tract A of said Short Plat; thence South 00°50'43" West along said East line of Tract A and its Northerly projection a distance of 1,226.01 feet to the North line of the South Lyman Ferry Road; thence North 74°02'01" West along the North line of the South Lyman Ferry Road a distance of 177.36 feet to the point of curvature of a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet to the North-South centerline of said Section 21; thence North 00°53'54" east along said North-South centerline a distance of 89.05 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A portion of Government Lot 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the South Quarter corner of said Section 21; thence North 00°53'54" East along the North-South centerline of said Section 21 a distance of 1,240.19 feet to the North line of the South Lyman Ferry Road, said point being on a curve to the left having a radius point which bears North 19°35'17" East a distance of 1,115.92 feet; thence Southeasterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet; thence continuing Southeasterly along the North line of the South Lyman Ferry Road South 74°02'01" East a distance of 177.36 feet to the Southwest corner of Tract B of Short Plat No. 22-74, approved June 4, 1974, and the point of

beginning of this description; thence North 00°53'54" East along the West line of said Tract B and its Northerly projection a distance of 1,226.01 feet to the North line of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South 88°22'55" East along the North line thereof and its Easterly projection a distance of 337.72 feet to the East line of that certain tract described in Sales Contract to Lewis and Leaf, filed in Volume 317 of Official Records, page 315, under Auditor's File No. 879825, records of Skagit County, Washington; thence South 00°47'32" West a distance of 1,284.09 feet to the North line of the South Lyman Ferry Road which point is on a curve tot eh right having a radius of 1,318.14 feet; thence Northwesterly along said curve to the North line of the South Lyman Ferry Road through a central angle of 00°57'04' and an arc length of 196.45 feet; thence continuing along th North line of said road North 74°02'01" West a distance of 70.94 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Southeast Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South 00°53'54" West along the East line of said subdivision a distance of 89.05 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of 05°22'40" and an arc length of 104.74 feet; thence North 65°02'03" West a distance of 76.98 feet to the point of curvature of a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of 05°29'27" and an arc distance of 63.88 feet to the North line of said subdivision; thence South 88°09'37" East along said North line a distance of 227.30 feet to the Northeast corner of said subdivision and the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

202204280077
04/28/2022 02:59 PM Pages: 1 of 8 Fees: $210.50
Skagit County Auditor, WA

UNOFFICIAL DOCUMENT

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 04/28/2022

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

GNW 21-10935

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated Legal Description: PTN NE 1/4 of SW 1/4 & PTN E 1/2 of SE 1/4, SEC 21-35N-6E

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 41756, 41757; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on

STP

the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.

2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

   Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably

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equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

STP

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GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: Mike Haynes

Title: Assistant General Manager

Dated this 18 day of April, 2022

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mike Haynes 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 and acknowledge it as the Assistant General Manager, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 18, 2022

Signed: _____

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12/19/25

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052

UNOFFICIAL DOCUMENT

202204280077
04/28/2022 02:59 PM Page 5 of 8

UNOFFICIAL DOCUMENT

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON RECOVERY FUNDING BOARD, administered by the RECREATION AND CONSERVATION OFFICE

By: _____

Name: Scott T. Robinson

Title: Deputy Director

Dated this 30th day of March, ~~2021~~ 2022

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/30/2022

Signed: Lanlalit Nicolai

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 04/18/2025.

LANLALIT NICOLAI
Commission Expires
04-18-2025
NOTARY
PUBLIC
License Number 21012025
STATE OF WASHINGTON

STP

UNOFFICIAL DOCUMENT

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A": A portion of Government Lots 7 and 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the Southeast corner of Lot 7; thence North 88°09'37" West along the South line of said Government Lot 7 a distance of 227.30 feet to the North line of the South Lyman Ferry Road which point on a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of 00°35'35" and an arc distance of 6.90 feet; thence North 00°53'54" East a distance of 535.30 feet; thence South 88°09'37" East a distance of 30.03 feet to the center of a slough; thence following the slough for the next four courses; North 44°05'01" East a distance of 129.50 feet; North 16°20'39" East a distance of 209.04 feet; North 56°25'31" East a distance of 46.02 feet; North 51°26'54" East a distance of 27.93 feet to the North/South Centerline of said Section 21; thence North 00°53'54" East along said centerline a distance of 192.25 feet to the Northwest corner of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South 88°22'55" East along the North line thereof a distance of 237.64 feet to the Northerly projection of the East line of Tract A of said Short Plat; thence South 00°50'43" West along said East line of Tract A and its Northerly projection a distance of 1,226.01 feet to the North line of the South Lyman Ferry Road; thence North 74°02'01" West along the North line of the South Lyman Ferry Road a distance of 177.36 feet to the point of curvature of a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet to the North-South centerline of said Section 21; thence North 00°53'54" east along said North-South centerline a distance of 89.05 feet to the point of beginning of this description. Situate in the County of Skagit, State of Washington.

PARCEL "B": A portion of Government Lot 8 of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the South Quarter corner of said Section 21; thence North 00°53'54" East along the North-South centerline of said Section 21 a distance of 1,240.19 feet to the North line of the South Lyman Ferry Road, said point being on a curve to the left having a radius point which bears North 19°35'17" East a distance of 1,115.92 feet; thence Southeasterly along said curve through a central angle of 03°37'18" and an arc length of 70.54 feet; thence continuing Southeasterly along the North line of the South Lyman Ferry Road South 74°02'01" East a distance of 177.36 feet to the Southwest



corner of Tract B of Short Plat No. 22-74, approved June 4, 1974, and the point of beginning of this description; thence North 00°53'54" East along the West line of said Tract B and its Northerly projection a distance of 1,226.01 feet to the North line of the unnamed 7.96 acre tract shown on Skagit County Short Plat No. 22-74; thence South 88°22'55" East along the North line thereof and its Easterly projection a distance of 337.72 feet to the East line of that certain tract described in Sales Contract to Lewis and Leaf, filed in Volume 317 of Official Records, page 315, under Auditor's File No. 879825, records of Skagit County, Washington; thence South 00°47'32" West a distance of 1,284.09 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,318.14 feet; thence Northwesterly along said curve to the North line of the South Lyman Ferry Road through a central angle of 00°57'04' and an arc length of 196.45 feet; thence continuing along th North line of said road North 74°02'01" West a distance of 70.94 feet to the point of beginning of this description. Situate in the County of Skagit, State of Washington.

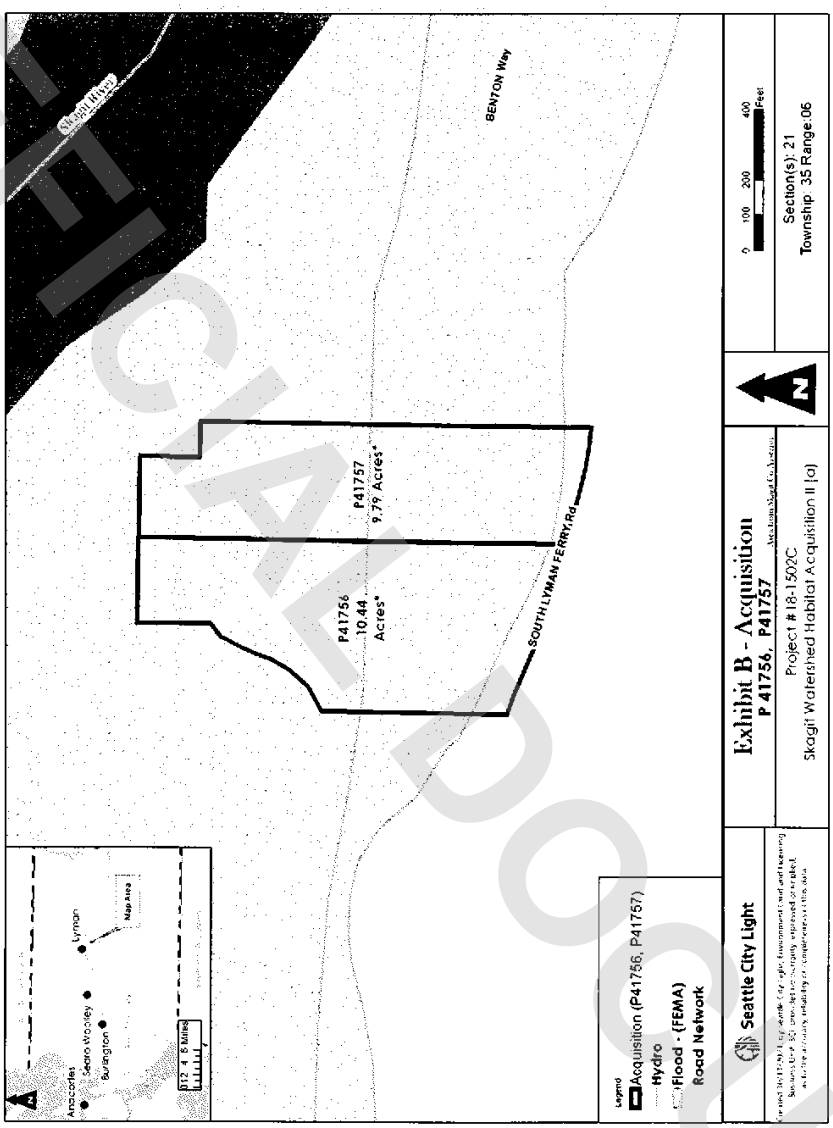
PARCEL "C": That portion of the Southeast Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 6 East, W.M., described as follows: Beginning at the Northeast corner of said subdivision; thence South 00°53'54" West along the East line of said subdivision a distance of 89.05 feet to the North line of the South Lyman Ferry Road which point is on a curve to the right having a radius of 1,115.92 feet; thence Northwesterly along said curve through a central angle of 05°22'40" and an arc length of 104.74 feet; thence North 65°02'03" West a distance of 76.98 feet to the point of curvature of a curve to the left having a radius of 666.62 feet; thence Northwesterly along said curve to the left through a central angle of 05°29'27" and an arc distance of 63.88 feet to the North line of said subdivision; thence South 88°09'37" East along said North line a distance of 227.30 feet to the Northeast corner of said subdivision and the point of beginning of this description. Situate in the County of Skagit, State of Washington

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UNOFFICIAL DOCUMENT

EXHIBIT B

Property Map



83

202311150045
11/15/2023 01:44 PM Pages: 1 of 4 Fees: $206.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20238759
Nov 15 2023
Amount Paid $8583.00
Skagit County Treasurer
By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North Ste 3300, Real Estate Services Room 3338/ Po Box 34023
Seattle, WA 98109

GNW 21-14290

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kevin Crozier and Tara McGown, husband and wife, PO Box 26, Rockport, WA 98238,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a Municipal Corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:
Section 36, Township 35 North, Range 9, East - SE NW (aka Lot B SP 92-031)

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P45047

Dated: 10/31/2023

Kevin Crozier

Tara McGown

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 31st day of ~~November~~ October, 2023 by Kevin Crozier and Tara McGown.

Eleanor Romero
Signature

Notary
Title

My commission expires: 6/23/2025

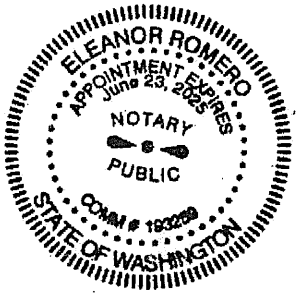


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 11488 Martin Road, Rockport, WA 98283
Tax Parcel Number(s): P45047

Property Description:

Lot B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, records of Skagit County, Washington; being a portion of the Southeast ¼ of the Northwest ¼ of Section 36, Township 35 North, Range 9, East, W.M.

EXHIBIT B

21-14290-KH

10. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No.: 92-031 recorded December 16, 1992 as Auditor's File No. 9212160072.

11. Regulatory notice/agreement regarding Title Notification - Development Activities On or Adjacent to Designated Natural Resource Lands that may include covenants, conditions and restrictions affecting the subject property, recorded October 26, 2009 as Auditor's File No. 200910260023 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

12. Regulatory notice/agreement regarding Title Notification - Special Flood Hazard Area that may include covenants, conditions and restrictions affecting the subject property, recorded October 26, 2009 as Auditor's File No. 200910260024 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

202402220068
02/22/2024 04:02 PM Pages: 1 of 7 Fees: $309.50
Skagit County Auditor, WA

UNOFFICIAL DOCUMENT

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 02/22/2024

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

M105168

Grantor:	City of Seattle acting by and through Seattle City Light Department
Grantee:	STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.
Abbreviated Legal Description:	Lot B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 35 North, Range 9 East, W.M.

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 45047; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the

STR

Project Agreements entered into between the Grantor and the Grantee entitled 2022 Skagit Watershed Habitat Acquisition VI (a), Project Number 22-1442(C) signed by the Grantor on the 21st day of November, 2022, and by the Grantee on the 21st day of November 2022; and 2022 Skagit Watershed Habitat Acquisition VI (B), Project Number 22-1595(A) signed by the Grantor on the 23rd day of February, 2023, and by the Grantee on the 23rd day of February 2023; and 2023 Skagit Watershed Habitat Acquisition SLT, Project Number 23-1183(C) signed by the Grantor on the 2nd day of November, 2023, and by the Grantee on the 3rd day of November, 2023; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.

2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery

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purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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202402220068
02/22/2024 04:02 PM Page 4 of 7

UNOFFICIAL DOCUMENT

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: Andrew Strong

Title: Interim Assistant General Manager

Dated this 26th day of December, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Andy Strong 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 and acknowledge it as the Interim Environmental, Engineering, Project Delivery and Generation Officer, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/26/2023

Signed: _____

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12/19/2025

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052

STD

202402220068
02/22/2024 04:02 PM Page 5 of 7

UNOFFICIAL DOCUMENT

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: _____

Name: Scott T Robinson

Title: Deputy Director

Dated this 28th day of November, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/28/2023

Signed: _____

Notary Public in and for the State of Washington,

residing in THURSTON COUNTY.

My commission expires 3/30/2027.

MONICA ATKINS
Commission Expires
03-30-2027
NOTARY
PUBLIC
License Number 23007364
STATE OF WASHINGTON

SA

202402220068
02/22/2024 04:02 PM Page 6 of 7

UNOFFICIAL DOCUMENT

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot B, Short Plat No. 92-031, approved November 2, 1992, and recorded December 16, 1992 in Book 10 of Short Plats, page 157, under Auditor's File No. 9212160072, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 35 North, Range 9 East, W.M.

202402220068
02/22/2024 04:02 PM Page 7 of 7

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EXHIBIT B

Property Map



202312040067
12/04/2023 02:20 PM Pages: 1 of 3 Fees: $205.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20238931
Dec 04 2023
Amount Paid $1365.00
Skagit County Treasurer
By Candi Newcombe Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 3300 PO Box 34023, Real Estate Services
Seattle, WA 98109

GNW 23-18587

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kathleen Louise Fulwiler, as her separate estate and as surviving spouse of William Alan Fulwiler, deceased, 5607 McKinley Place North, Seattle, WA 98103,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:
Ptn. Gov. Lots 5 & 6, Section 22, Township 35 North, Range 10 East

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P45434

Dated: 12/01/2023

Kathleen Louise Fulwiler

STATE OF WASHINGTON
COUNTY OF ~~SKAGIT~~ King

This record was acknowledged before me on 1 day of ~~November~~ December, 2023 by Kathleen Louise Fulwiler.

Signature

Notary Public
Title

My commission expires: 4-22-25

DORINDA L BUCKLES
Notary Public
State of Washington
Commission # 21012911
My Comm. Expires Apr 22, 2025

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 57803 Illabot Creek Lane, Marblemount, WA 98267
Tax Parcel Number(s): P45434

Property Description:

All that part of Government Lots 5 and 6 of Section 22, Township 35 North, Range 10 East, W.M., lying Westerly of the Easterly right-of-way line of an easement 300 feet in width granted to the City of Seattle, said easement being recorded in the Auditor's Office, Skagit County, Washington, under File No. 234108, and lying Southerly and Westerly of the following described line:

Beginning at a point lying 77.41 feet North and 2000.33 feet West of the Southeast corner of said Section 22, (East line of said Section bears North 1 degree 18'04" East) said point being a 3/4" iron pipe on the Easterly right-of-way line of said easement granted the City of Seattle: thence North 65 degrees 49'45" West, 187.50 feet: thence North 41 degrees "12'18" West to the Skagit River; EXCEPT a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662530; AND EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of the Southeast corner of said Section 22 (East line of said Section bears North 1 degree 18'04" East); thence North 38 degrees 10' West to the Skagit River; thence South 38 degrees 10' East on a line projected through said point, to the South line of said Section 22.

EXHIBIT B

23-18587-KH

9. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

10. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

11. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

12. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF: Grantee: City of Seattle Dated: April 3, 1930 Recorded: May 22, 1930 Auditor's No: 234108 Purpose: Transmission line Area Affected: Southerly portion of access easement

13. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF: Grantee: City of Seatile

Dated: June 3, 1952
Recorded: June 5, 1952
Auditor's No: 475966
Purpose: Patrol road
Area Affected: Within limits of transmission line right-of-way E. Terms and conditions of

14. Easement Agreement recorded under Auditor's File No. 722047. Said agreement affects access road.

202312040069
12/04/2023 02:20 PM Pages: 1 of 7 Fees: $209.50
Skagit County Auditor, WA

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Candi Newcombe
DATE 12/04/2023

GNW 23-18587

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated Legal Description: Portions of GL 5 & 6, Sec. 22 Twp 35N, R.10 E

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 45434; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on

the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.

2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

   Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably

equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: Andrew Strong

Title: Assistant GM (Interim)

Dated this 16th day of November, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

Andrew Strong AK

I certify that I know or have satisfactory evidence that ~~Mike Haynes~~ 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 and acknowledge it as the ~~Assistant~~ Interim ~~General Manager~~ Environmental Engineering Project Delivery and Generation Office, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. AK

Dated: 11/16/2023

Signed: _____

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12/19/2025

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052

SLO

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: _____

Name: Scott T Robinson

Title: Deputy Director

Dated this 6th day of November, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/6/2023

Signed: _____

Notary Public in and for the State of Washington,

residing in THURSTON COUNTY.

My commission expires 3/30/2027.

MONICA ATKINS
Commission Expires
03-30-2027
NOTARY
PUBLIC
License Number 23007364
STATE OF WASHINGTON

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

All that part of Government Lots 5 and 6 of Section 22, Township 35 North, Range 10 East, W.M., lying Westerly of the Easterly right-of-way line of an easement 300 feet in width granted to the City of Seattle, said easement being recorded in the Auditor's Office, Skagit County, Washington, under File No. 234108, and lying Southerly and Westerly of the Following described line:

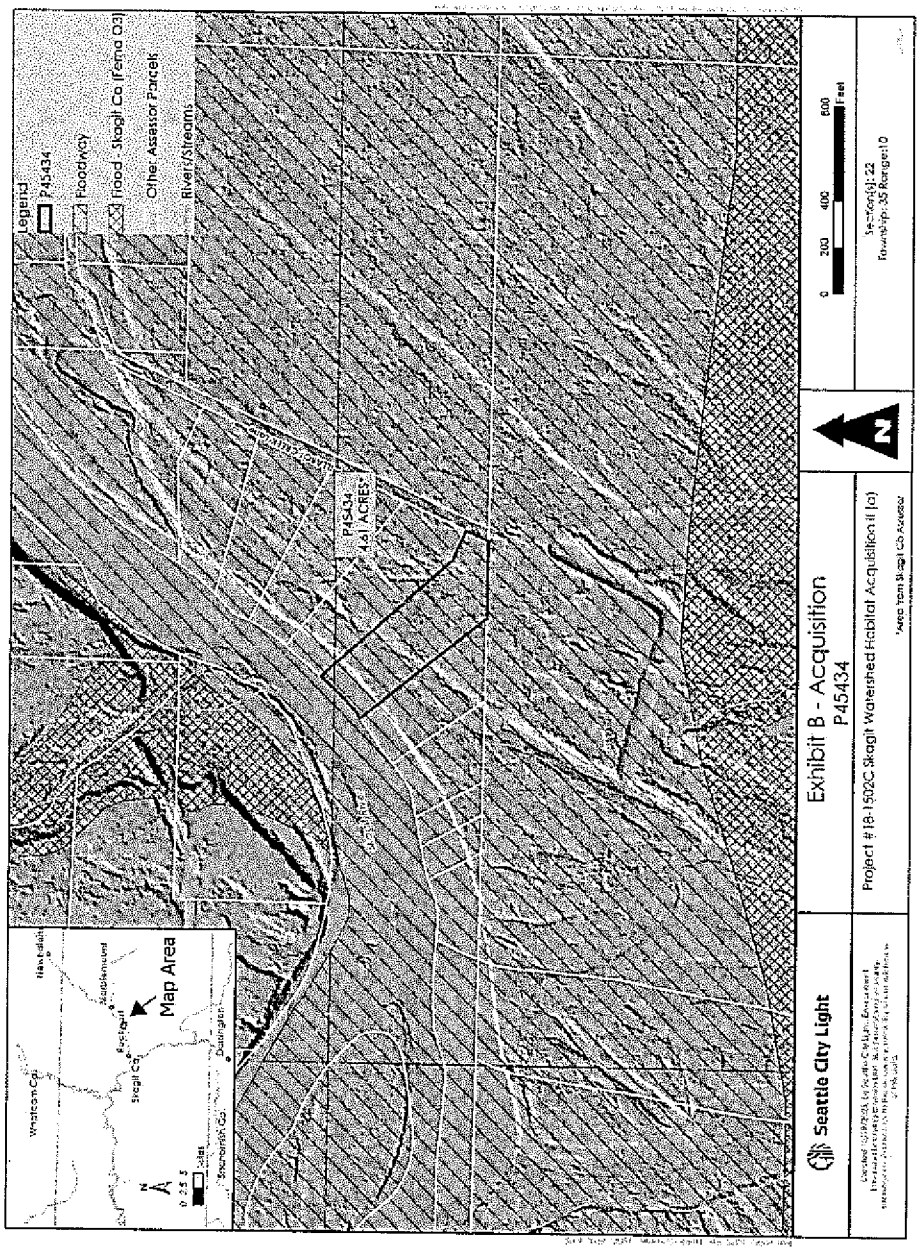
Beginning at a point lying 77.41 feet North and 2000.33 feet West of the Southeast corner of said Section 22, (East line of said Section bears North 1 degree 18'04" East) said point being a 3/4" iron pipe on the Easterly right-of-way line of said easement granted the City of Seattle: thence North 65 degrees 49'45" West, 187.50 feet: thence North 41 degrees "12'18"
West to the Skagit River; EXCEPT a strip of land 50 feet in width conveyed to Skagit County for roadway as recorded under Auditor's File No. 662530; AND EXCEPT that portion lying Southerly and Westerly of the following described line:

Beginning at a point lying 107.50 feet North and 2510.57 feet West of the Southeast corner of said Section 22 (East line of said Section bears North 1 degree 18'04" East); thence North 38 degrees 10' West to the Skagit River; thence South 38 degrees 10' East on a line projected through said point, to the South line of said Section 22.

SKD

EXHIBIT B

Property Map



202409190026
09/19/2024 11:03 AM Pages: 1 of 4 Fees: $306.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20242214
Sep 19 2024
Amount Paid $10452.00
Skagit County Treasurer
By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a Washington municipal corporation
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

STATUTORY WARRANTY DEED

Guardian NW Title 24-20157-TB

THE GRANTOR(S) **Tyler M. Hershaw and Grace Julieth Hershaw, a married couple,** 1015 Northwest 28th Place, Cape Coral, FL 33993,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to **City of Seattle, a Washington municipal corporation**

the following described real estate, situated in the County Skagit, State of Washington:

That portion of Government Lot 3, Section 36, Township 35 North, Range 4 East, W.M., lying Westerly of State Highway right-of-way;

EXCEPT that portion lying within the boundaries of the following described tract:

Beginning at the intersection of the West line of said Government Lot 3 and the North line of the Howey Road;
thence East along the North line said road, a distance of 458.0 feet to the intersection with the Northwesterly line of that certain tract conveyed to the State of Washington by Deed dated August 28, 1957 and recorded January 24, 1958 under Auditor's File No. 561033, records of Skagit County, Washington;
thence Northeasterly along said State of Washington Tract, a distance of 703.0 feet to the Westerly line of the State Highway right-of-way as conveyed by Deed recorded under Auditor's File No. 561033, records of Skagit County, Washington;
thence North 11 degrees 01' West along the West line of the State Highway right-of-way, a distance of 234.0 feet;
thence West to a point on the West line of said Government Lot 3, that is 465.0 feet North of the point of beginning;
thence South along the West line of said Government Lot 3, a distance of 465.0 feet to the point of beginning.

Situated in Skagit County, Washington.

Abbreviated legal description: Property 1:
Ptn. Gov. Lot 3, Section 36, Township 35 North, Range 4 East P38414/350436-0-010-0001

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Tax Parcel Number(s): P38414/350436-0-010-0001

Dated: 8-30-2024

Tyler M. Hershaw

Grace Julieth Hershaw

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 30th day of September, 2024 by Tyler M Hershaw ~~XXXXXX XXXXXXXXXXX~~

Signature

Notary
Title

My commission expires: 05/10/27

SCOTTIA J BENTLEY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
36417
5-10-27

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Tax Parcel Number(s): P38414/350436-0-010-0001

Dated: 08/30/2024

Tyler M. Hershaw

Grace Julieth Hershaw
Grace Julieth Hershaw

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 30 day of August 2024 by Grace Julieth Hershaw

Signature

Notary
Title

My commission expires: 09/11/2027

KYLE BEAM
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 210008
COMMISSION EXPIRES 09/11/2027

Notarized remotely online using communication technology via Proof.

EXHIBIT A

24-20157-TB

9. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 608381, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry. Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

10. Relinquishment of rights of access to State Highway and of light, view, and air under terms of Deed to the State of Washington: Recorded: January 24, 1958 Auditor's No: 561033

11. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

12. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

13. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

14. Regulatory notice/agreement regarding Title Notification - Special Flood Hazard Area that may include covenants, conditions and restrictions affecting the subject property, recorded on January 20, 2006 as Auditor's File No. 200601200070 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

15. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded on December 20, 2013 as Auditor's File No. 201312200132.

End of Exhibit A

202409190027
09/19/2024 11:03 AM Pages: 1 of 7 Fees: $309.50
Skagit County Auditor, WA

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 09/19/2024

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

GNW 24-20157

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated Legal Description: Ptn. Gov Lot 3, Sec. 36, Twp 35N, R.4 E

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: P38414; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition IV (b), Project Number 20-2121A signed by the Grantor on

the 4th day of December, 2020 and by the Grantee on the 4th day of December, 2020, and Skagit Watershed Habitat Acquisition V (b), Project Number 21-1382A, signed by the Grantor on the 30th day of November, 2021 and by the Grantee on the 30th day of November, 2021, and Skagit Watershed Habitat Acquisition VI (b)Project Number 22-1595A, signed by the Grantor on the 23rd day of February, 2023 and by the Grantee on the 23rd day of February, 2023, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.

2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

SPR

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

STD

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: Andrew Strong

Title: Interim Environmental, Project Delivery & Generation Officer

Dated this 2nd day of May, 2024

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Andrew Strong 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 and acknowledge it as the Assistant General Manager, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/2/2024

Signed: _____

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires 12/19/2025

JEAN CHRISTOPH GREAGOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES DECEMBER 19, 2025
COMM. #93052

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON RECOVERY FUNDING BOARD, administered by the RECREATION AND CONSERVATION OFFICE

By: _____

Name: Scott T. Robinson

Title: Deputy Director

Dated this 9th day of April, 2024

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/9/2024

Signed: _____

Notary Public in and for the State of Washington,

residing in THURSTON COUNTY.

My commission expires 3/30/2027.

MONICA ATKINS
Commission Expires
03-30-2027
NOTARY
PUBLIC
License Number 23007364
STATE OF WASHINGTON

EXHIBIT A

STP

202409190027
09/19/2024 11:03 AM Page 6 of 7

Legal Description

The Land referred to herein below and is described as follows:

That portion of Government Lot 3, Section 36, Township 35 North, Range 4 East, W.M., lying Westerly of State Highway right-of-way;

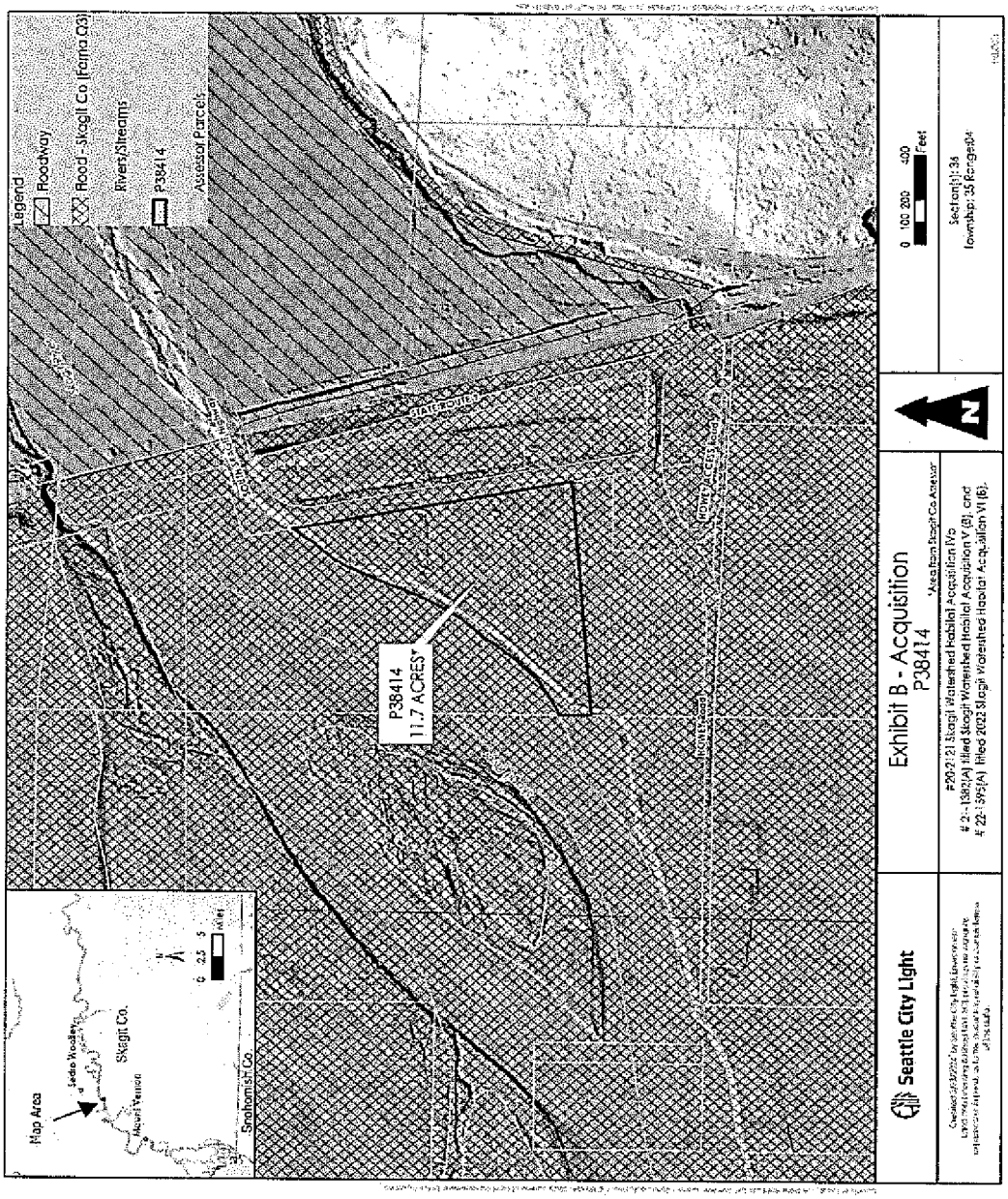
EXCEPT that portion lying within the boundaries of the following described tract:

Beginning at the intersection of the West line of said Government Lot 3 and the North line of the Howey Road;
thence East along the North line said road, a distance of 458.0 feet to the intersection with the Northwesterly line of that certain tract conveyed to the State of Washington by Deed dated August 28, 1957 and recorded January 24, 1958 under Auditor's File No. 561033, records of Skagit County, Washington;
thence Northeasterly along said State of Washington Tract, a distance of 703.0 feet to the Westerly line of the State Highway right-of-way as conveyed by Deed recorded under Auditor's File No. 561033, records of Skagit County, Washington;
thence North 11 degrees 01' West along the West line of the State Highway right-of-way, a distance of 234.0 feet;
thence West to a point on the West line of said Government Lot 3, that is 465.0 feet North of the point of beginning;
thence South along the West line of said Government Lot 3, a distance of 465.0 feet to the point of beginning.

Situated in Skagit County, Washington.

EXHIBIT B

Property Map



202104300207
04/30/2021 02:46 PM Pages: 1 of 3 Fees: $105.50
Skagit County Auditor, WA

When recorded return to:

Guardian Northwest Title & Escrow Company
1301 Riverside Drive, Suite B
Mount Vernon, WA 98273
(360) 424-0111

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 2021-1908
Apr 30 2021
Amount Paid $1045.00
Skagit County Treasurer
By Heather Beauvais Deputy

GNW 20-8075

BARGAIN AND SALE DEED

THE GRANTOR(S)
Michael J. Kalkoske and Patricia R. Kalkoske, a married couple
50275 Washington 20, Concrete, WA 98237

for and in consideration of
SIXTY FIVE THOUSAND AND 00/100 ($65,000.00) DOLLARS

in hand paid, bargains, sells, and conveys to
City of Seattle, a municipal corporation of the State of Washington

the following described estate, situated in the County of Skagit, State of Washington:
P30904/P30927/P30920/P30921
Parcel "A":

Government Lot 8 of Section 12, Township 34 North, Range 9 East, W.M.; EXCEPT that portion thereof conveyed to School District No. 56 by deed recorded October 18, 1894 as Auditor's File No. 20526 in Volume 28 of Deeds, Page 729, records of Skagit County, Washington.

Parcel "B":

The North 1/2 of the Southwest 1/4: of the Southwest 1/4 of Section 12, Township 34 North, Range 9 East, W.M.; lying East of the Sauk River as shown on the face of Skagit County Short Plat No. 72-76 recorded as Auditor's File No. 857846, records of Skagit County, Washington.

Parcel "C":

That portion of Government Lot 6 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly of the Sauk River, described as follows:

Beginning at the South one-quarter corner of said Section 12; thence westerly along the section line 1305 feet; thence Northerly 1318 feet, more or less, to the Southwest corner of said Government Lot 6, and the True Point of Beginning of the land to be described; thence Easterly along the Southerly boundary of Government Lot 6 and its extension Easterly, for a distance of 1305 feet; thence at an angle of 90° to the left a distance of 650 feet; thence Southwesterly to a point on the Westerly boundary of said Government Lot 6, which lies 420 feet Northerly of the Southwest corner thereof; thence Southerly 420 feet to the True Point of Beginning.

Parcel "D":

That portion of Government Lot 7 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly and

Easterly of the Sauk River, described as follows:

Beginning at the South one-quarter corner to said Section12; thence Westerly along the Section line, a distance of 1305 feet; thence Northerly 1318 feet, more or less, to the Southeast corner of Government Lot 7 and the True Point of Beginning of the tract of land to be described; thence Westerly on the Southerly boundary of Government Lot 7, a distance of 510 feet; thence Northeasterly to a point on the Easterly boundary of Government Lot 7, which lies 420 feet Northerly from the Southeast corner thereof; thence Southerly to the True Point of Beginning.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Tax Parcel Number(s): P30927/340912-3-002-0009 & P30920/340912-0-013-0002 & P30921/340912-0-014-0001 & P30904/340912-0-008-0009

Dated: April 28, 2021

Michael J. Kalkoske

Michael J. Kalkoske

Patricia R. Kalkoske

Patricia R. Kalkoske

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Michael J. Kalkoske and Patricia R. Kalkoske is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 28th day of April, 2021

Doug Clark

Signature

Notary Public

Title

My appointment expires: 12-15-21

Notary Public
State of Washington
Doug Clark
Commission No. 196611
Commission Expires 12-15-2021

EXHIBIT A

20-8075-KH

1. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Sauk River, or its banks, or which may result from such change in the future.

2. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

3. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Sauk River.

4. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded 12/24/2018 as Auditor's File No. 201812240093.

5. Easement, affecting a portion of subject property for the purpose of ingress, egress and utilities including terms and provisions thereof granted to David Hambright, et ux, et al recorded 09/17/2020 as Auditor's File No. 202009170039

202104300208
04/30/2021 02:46 PM Pages: 1 of 7 Fees: $109.50
Skagit County Auditor, WA

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubioski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 04/30/2021

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

GNW 20-8075

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated Legal Description: Section 12, Township 34 North, Range 9 East, Ptns SW ¼ Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Number: P30904, P30920, P30921 and P30927; Skagit County

STP

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition II (a), Project Number 18-1502 signed by the Grantor on the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.

2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery

purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: Tom DeBoer

Name: Tom DeBoer

Title: Chief Environmental Officer, Environment, Land, and Licensing Business Unit

Dated this 31 day of March, 2021

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Tom DeBoer 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 and acknowledge it as the Chief Enviornmental Officer, Environment, Land, and Licensing Business Unit, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/31/2021

Signed: _____

Printed Name: Brandy Kim Balansay

Notary Public in and for the State of Washington,

residing in Seattle, WA.

My commission expires 12/15/2022

BRANDY KIM BALANSAY
COMM. EXP. 12/15/2022
NOTARY
PUBLIC
COMM. #204653
STATE OF WASHINGTON

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON RECOVERY FUNDING BOARD, administered by the RECREATION AND CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 18th day of March, 2021

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 18, 2021

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 7-9-21.

LESLIE FRANK
COMMISSION EXPIRES
NOTARY
PUBLIC
07-09-21
STATE OF WASHINGTON

SIR

EXHIBIT A
Legal Description

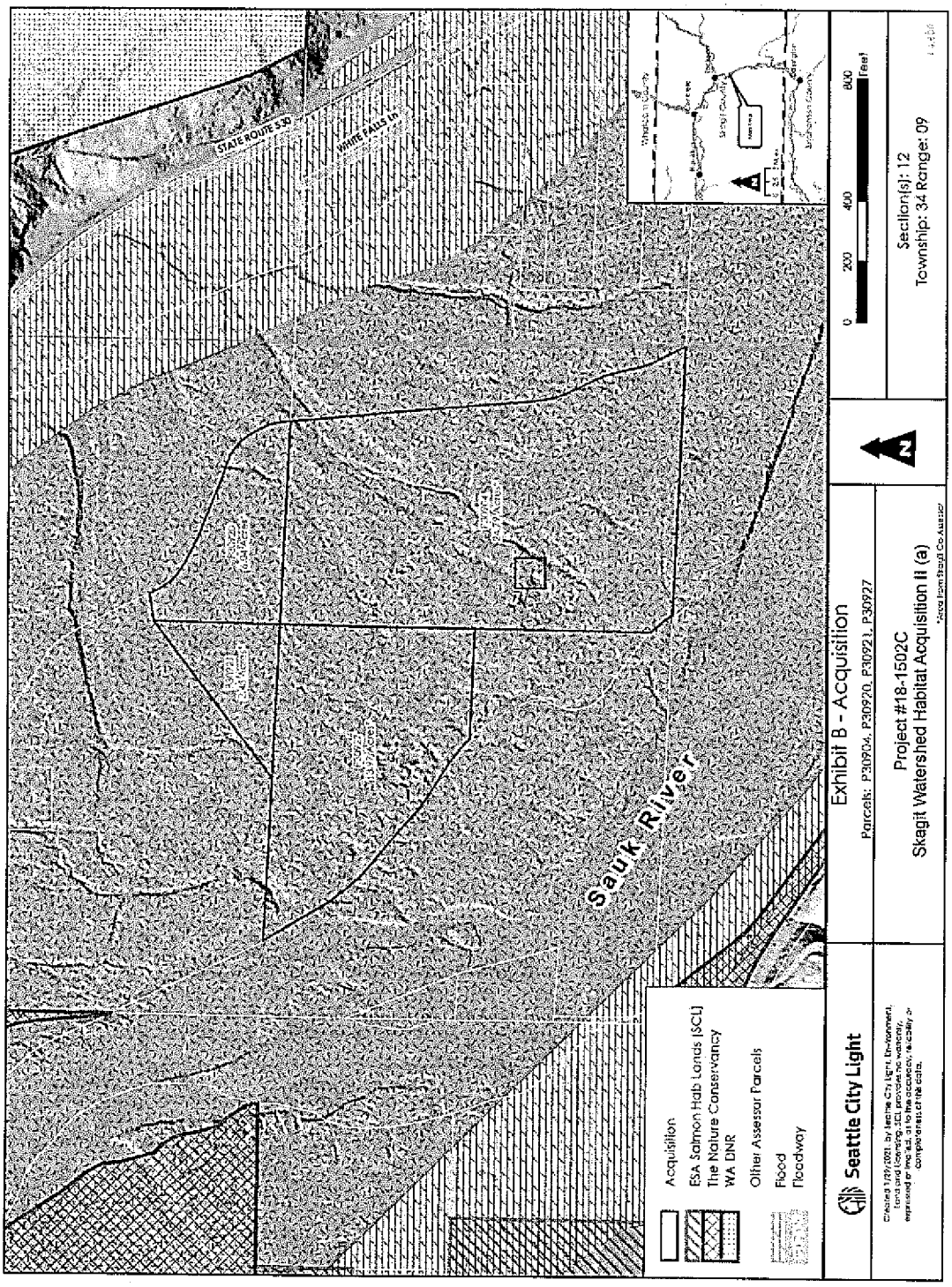
The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":
Government Lot 8 of Section 12, Township 34 North, Range 9 East, W.M.; EXCEPT that portion thereof conveyed to School District No. 56 by deed recorded October 18, 1894 as Auditor's File No. 20526 in Volume 28 of Deeds, Page 729, records of Skagit County, Washington.

Parcel "B":
The North 1/2 of the Southwest 1/4: of the Southwest 1/4 of Section 12, Township 34 North, Range 9 East, W.M.; lying East of the Sauk River as shown on the face of Skagit County Short Plat No. 72-76 recorded as Auditor's File No. 857846, records of Skagit County, Washington.

Parcel "C":
That portion of Government Lot 6 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly of the Sauk River, described as follows:
Beginning at the South one-quarter corner of said Section 12; thence westerly along the section line 1305 feet; thence Northerly 1318 feet, more or less, to the Southwest corner of said Government Lot 6, and the True Point of Beginning of the land to be described; thence Easterly along the Southerly boundary of Government Lot 6 and its extension Easterly, for a distance of 1305 feet; thence at an angle of 90° to the left a distance of 650 feet; thence Southwesterly to a point on the Westerly boundary of said Government Lot 6, which lies 420 feet Northerly of the Southwest corner thereof; thence Southerly 420 feet to the True Point of Beginning.

Parcel "D":
That portion of Government Lot 7 of Section 12, Township 34 North, Range 9 East, W.M., lying Southerly and Easterly of the Sauk River, described as follows:
Beginning at the South one-quarter corner to said Section12; thence Westerly along the Section line, a distance of 1305 feet; thence Northerly 1318 feet, more or less, to the Southeast corner of Government Lot 7 and the True Point of Beginning of the tract of land to be described; thence Westerly on the Southerly boundary of Government Lot 7, a distance of 510 feet; thence Northeasterly to a point on the Easterly boundary of Government Lot 7, which lies 420 feet Northerly from the Southeast corner thereof; thence Southerly to the True Point of Beginning.


STATE ROUTE 530
WHITE FALLS LN
Sauk River
Acquisition
ESA Salmon Hab Lands (SCL)
The Nature Conservancy
WA DNR
Other Assessor Parcels
Flood
Roadway
Seattle City Light
Exhibit B - Acquisition
Parcels: P30904, P30920, P30921, P30927
Project #18-1502C
Skagit Watershed Habitat Acquisition II (a)
N
0 200 400 800 Feet
Section(s): 12
Township: 34 Range: 09

202308100037
08/10/2023 12:41 PM Pages: 1 of 4 Fees: $206.
Skagit County Auditor, WA

After recording return document to:
Seattle City Light -Real Estate
P.O. Box 34023
Suite 4196
Seattle WA 98214

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20237610
Aug 10 2023
Amount Paid $405.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 22-15032

QUIT CLAIM DEED

Reference Number: 350621-3-303

Grantor: Theodore Loney

Grantee: City of Seattle, acting through its City Light Department, a Washington municipal corporation

Legal Description: PTN. S21, T35N, R6E

P41751

The Grantor (s) Theodore Loney, as his separate estate and as surviving spouse of Shirley Loney, deceased, for and in consideration of the sum of TEN AND NO/I 00 DOLLARS ($10.00) and other valuable consideration, hereby conveys and quitclaims to the **City of Seattle, acting through its City Light Department, a Washington municipal corporation,** Grantee(s), the following described real property, and any after acquired interest of the Grantor(s) therein, situated in Skagit County, in the State of Washington:

The legal description of the real property hereby conveyed is set forth in Exhibit A and attached hereto and incorporated herein by this reference

The Undersigned hereby agrees to surrender possession of the real property herein conveyed upon receipt of payment from the Grantee.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved hereon in writing for the City of Seattle, through its City Light Department, by the Manager of Real Estate Services and upon recording.

202308100037
08/10/2023 12:41 PM Page 2 of 4

QUITCLAIM DEED

Dated 8-2-2023

Grantor

Accepted and Approved

City of Seattle
CITY LIGHT DEPARTMENT

By:
Greg Sancewich, Manager
Real Estate Services

Date: Jun 28, 2023

202308100037
08/10/2023 12:41 PM Page 3 of 4

QUITCLAIM DEED

STATE OF WASHINGTON)
: §
COUNTY OF Skagit)

On this 2nd day of August, 2023, before me personally appeared Theodore Loney, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Seal
ELEANOR ROMERO
APPOINTMENT EXPIRES June 23, 2025
NOTARY PUBLIC
COMM # 19025
STATE OF WASHINGTON

Please stay within block.

Eleanor Romero
Notary (print name) Eleanor Romero
Notary Public in and for the State of Washington,
residing at Skagit County
My commission expires 6/23/2025

PROPERTY DESCRIPTION:

THAT PORTION OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. BEING DESCRIBED AT TIMES AS PORTIONS OF GOVERNMENT LOTS 4, 6 AND 8 NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND THE SOUTHERLY BANK OF SKAGIT RIVER, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BANK TO THE EAST LINE OF SAID GOVERNMENT LOT 8 OF SAID SECTION; EXTENDED NORTH TO THE SOUTHERLY BANK OF SAID RIVER;

THENCE SOUTH ALONG SAID EAST LINE EXTENDED TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8;

THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE NORTH ALONG THE NORTH-SOUTH CENTER OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 30 FEET;

THENCE EAST 20 FEET;

THENCE SOUTH 60 FEET;

THENCE WEST 20 FEET;

THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING

AND ALSO, EXCEPT THOSE PORTIONS THEREOF LYING SOUTH OF THE NORTH LINE OF SHORT PLAT NO. 14-79; EXTENDED EAST TO SAID SOUTHERLY BANK OF SAID RIVER.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

202308100039
08/10/2023 12:41 PM Pages: 1 of 7 Fees: $209.50
Skagit County Auditor, WA

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/10/2023

GNW 22-15032

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

Grantor:	City of Seattle acting by and through Seattle City Light Department
Grantee:	STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.
Abbreviated Legal Description:	That portion of Sec, 21, Twp 35N, R.6 E, W.M. in Skagit County, Washington More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: 41751; Skagit County P41751

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition II (a), Project Number 18-1502C signed by the Grantor on

the 2nd day of January, 2019 and by the Grantee on the 5th day of February, 2019; and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.

2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

   Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably

equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

SNO

202308100039
08/10/2023 12:41 PM Page 4 of 7

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: ~~Mike Haynes~~ Andrew Strong, Interim Assistant GM

Title: Assistant General Manager

Dated this 10th day of July, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mike Haynes 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 and acknowledge it as the Assistant General Manager, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 10, 2023

Signed: _____

Printed Name: Meg Andres

Notary Public in and for the State of Washington,

residing in Seattle, WA.

My commission expires 2/01/2027

Notary Public
State of Washington
MEG ANDRES
MY COMM. EXP. FEBRUARY 01, 2027
COMM. #23006082

SLP

GRANTEE:

STATE OF WASHINGTON, acting by and through THE SALMON RECOVERY FUNDING BOARD, administered by the RECREATION AND CONSERVATION OFFICE

By: _____

Name: Scott T. Robinson

Title: Deputy Directory

Dated this 21st day of June, 2023

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/21/2023

Signed: _____

Notary Public in and for the State of Washington,

residing in THURSTON COUNTY.

My commission expires 3/30/2027.

MONICA ATKINS
Commission Expires
03-30-2027
NOTARY
PUBLIC
License Number 23007364
STATE OF WASHINGTON

EXHIBIT A

PROPERTY DESCRIPTION:

THAT PORTION OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. BEING DESCRIBED AT TIMES AS PORTIONS OF GOVERNMENT LOTS 4, 6 AND 8 NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND THE SOUTHERLY BANK OF SKAGIT RIVER, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BANK TO THE EAST LINE OF SAID GOVERNMENT LOT 8 OF SAID SECTION; EXTENDED NORTH TO THE SOUTHERLY BANK OF SAID RIVER;

THENCE SOUTH ALONG SAID EAST LINE EXTENDED TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8;

THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE NORTH ALONG THE NORTH-SOUTH CENTER OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 30 FEET;

THENCE EAST 20 FEET;

THENCE SOUTH 60 FEET;

THENCE WEST 20 FEET;

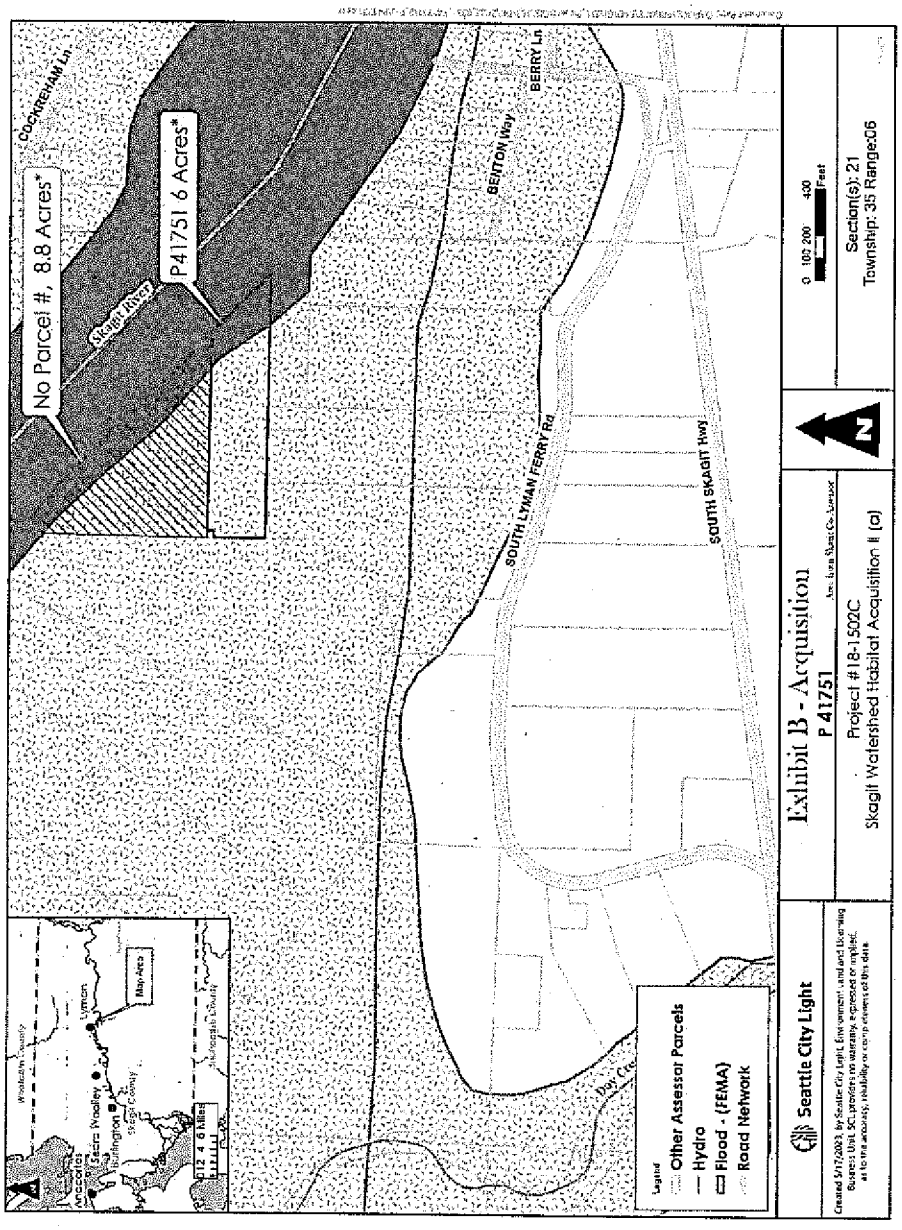
THENCE NORTH 30 FEET TO THE TRUE POINT OF BEGINNING

AND ALSO, EXCEPT THOSE PORTIONS THEREOF LYING SOUTH OF THE NORTH LINE OF SHORT PLAT NO. 14-79; EXTENDED EAST TO SAID SOUTHERLY BANK OF SAID RIVER.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

EXHIBIT B

Property Map



202312130035
12/13/2023 11:15 AM Pages: 1 of 3 Fees: $205.50
Skagit County Auditor, WA

When recorded return to:

City of Seattle, a Washington municipal corporation
700 North 5th Ave, Ste 3300 PO Box 34023 RM 3318
Seattle, WA 98124-9871

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20239012
Dec 13 2023
Amount Paid $405.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 23-19041

STATUTORY WARRANTY DEED

THE GRANTOR(S) Brian Ruble, a single man at all times of ownership, as his separate estate, 2029 Horizon Place, Stanwood, WA 98292,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a Washington municipal corporation

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:
Lot 21, CAREFREE ACRES, SUBDIVISION NO. 1

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P63502

Dated: 12/12/23

Brian Ruble

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 12th day of December, 2023 by Brian Ruble.

Eleanor Romero
Signature

Notary
Title

My commission expires: 6/23/2025

ELEANOR ROMERO
APPOINTMENT EXPIRES June 23, 2025
NOTARY PUBLIC
COMM # 193259
STATE OF WASHINGTON

EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN Pandora Circle, Marblemount, WA 98267
Tax Parcel Number(s): P63502

Property Description:

Lot 21, CAREFREE ACRES, SUBDIVISION NO. 1, as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT B

23-19041-KH

9. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Carefree Acres Subdivision No. 1
Recorded: December 30, 1963
Auditor's No.: 644847

10. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:
In Favor Of: Not disclosed
For: Utilities
Affects: 5 foot strip along adjoining roadway

11. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated:	August 5, 1992
Recorded:	August 18, 1992
Auditor's No.:	9208180055
Executed By:	Bestland Associates

Said instrument is a rerecording of instrument recorded under Auditor's File No. 9208120081.

12. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Auditor's File No.:	8407250023
Document Title:	Variance
Regarding:	Substandard lots

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

202507310094
07/31/2025 03:37 PM Pages: 1 of 4 Fees: $306.50
Skagit County Auditor, WA

139

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20252467
Jul 31 2025
Amount Paid $74142.50
Skagit County Treasurer
By Kaylee Oudman Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

GNW 24-21671

STATUTORY WARRANTY DEED

THE GRANTOR(S) WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company, PO Box 1824, Anacortes, WA 98221,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:
Ptn. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North, Range 5 East and Ptn. Gov. Lot 2, Section 18, Township 35 North, Range 6 East

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P41569, P39012, P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Dated: July 30 2025

WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company

By: Elizabeth Whitmore
Elizabeth Whitmore, authorized agent

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue North, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

STATUTORY WARRANTY DEED

THE GRANTOR(S) WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company, PO Box 1824, Anacortes, WA 98221,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:
Ptn. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North, Range 5 East and Ptn. Gov. Lot 2, Section 18, Township 35 North, Range 6 East

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P41569, P39012. P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Dated: July 30 2025

WHITMORE PROPERTIES, LLC, a Washington Limited Liability Company

By: Elizabeth Whitmore
Elizabeth Whitmore, authorized agent

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 30 day of July, 2025, by Elizabeth Whitmore, authorized agent of WHITMORE PROPERTIES, LLC.

_____
(Signature of notary public)
Stamp

Notary
_____
(Title of office)

My commission expires: 6/19/29

Kelli A. Mayo
Notary Public
State of Washington
My Appointment Expires 6/19/2029
Commission Number 49186

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 8362 Robinson Road, Sedro-Woolley, WA 98284
Tax Parcel Number(s): P41569, P39012. P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Property Description:

Parcel A:

That portion of the South 1/2 of the Northeast 1/4 of Section 13, Township 35 North, Range 5 East, W.M., lying Southerly of the Great Northern Railway right of way and East of a line drawn due South from the Southeast corner of the Great Northern Railway Company's Trestle No. 37, as it existed on August 9, 1941.

EXCEPT that portion thereof lying East of a straight line drawn South from a point on South line of the Minkler Road, as it existed on January 9, 1920, 600 feet West (as measured along said road) of its intersection with the East line of said Section 13.

Parcel B:

The Southeast 1/4 of the Southwest 1/4; Government Lots 2 and 3; the Northeast 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southeast 1/4; and the Northeast 1/4 of the Southwest 1/4; EXCEPT the West 660 feet thereof, all in Section 13, Township 35 North, Range 5 East, W.M., EXCEPT roads, EXCEPT that portion, if any, lying within the bed of the Skagit River, AND

EXCEPT the following described tract:

Beginning at the Northeast corner of the Southwest 1/4 of said Section 13; thence West 720 feet; thence South 100 feet; thence East 1320 feet; thence North 100 feet; thence West 600 feet to the point of beginning.

Parcel C:

That portion of Government Lot 2 in Section 18, Township 35 North, Range 6 East, W.M., lying South of the Great Northern Railway right of way, EXCEPT County road along the East line thereof,

ALSO EXCEPT the following described tract:

Beginning at the point of intersection of the Southeast corner of said Lot 2 and the West line of the County road right-of-way; thence West along the South line of said Lot 2, 100 feet; thence North parallel with the East line of said Lot 2, 25 feet; thence East parallel with the South line of said Lot 2, 100 feet, more or less, to the West line of the County road; thence South along said West line to the point of beginning.

EXHIBIT B

24-21671-KH

9. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED INSTRUMENT: In Favor Of: George D. Dickinson Recorded: September 13, 1941 Auditor's No.: 344223 For: Ditch and related purposes Affects: The exact location is not fully described in said instrument

10. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT: Executed By: W.M. Lindsey, et ux Recorded: April 10, 1900 Auditor's No.: 33127 As Follows: Regarding mineral reservations Said mineral rights are now held by Skagit County

11. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.
River/Creek:
Skagit River and sloughs associated therewith

12. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

13. Any lien or liens that may arise or be created in consequence of or pursuant to an act of the Legislature of the State of Washington entitled "an ACT prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging to the State, granting rights of way across land belonging to the State", approved March 9, 1893.

14. Right of the State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation, to acquire right-of-way for private railroads, skid roads, flumes, canals, water courses, or other easements for transporting and moving timber, stone, minerals or other products from other lands.

15. Any question that may arise as to the location of Great Northern Railway Company Trestle No. 37 as it existed on August 9, 1941; which trestle is referenced in the legal description of Parcel "A" herein.

16. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES AND ENCROACHMENTS, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:
Name: Survey
Recorded: September 14, 2005
Auditor's No.: 200509140115

17. Roadway disclosed by instrument recorded October 28, 2016 as Auditor's File No. 201610280004. Said instrument does not disclose whether said roadway is thought to be a County road or a private road.

202508190015
08/19/2025 09:32 AM Pages: 1 of 8 Fees: $310.50
Skagit County Auditor, WA

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/19/2025

GNW 24-21671

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any successor agencies.

Abbreviated Legal Description: Ptn. NE, SW, SE, & Gov. Lots 2 & 3, Section 13, Township 35 North, Range 5 East and Ptn. Gov. Lot 2, Section 18, Township 35 North, Range 6 East

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Numbers: P41569, P38951, P38985, P38952, P38995, P38998, P39012, P39021, P39022 and P39023; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Natural Climate Solutions Account, State Building Construction Account-

Salmon Recovery Funding Board , Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreements entered into between the Grantor and the Grantee entitled 2022 Skagit Watershed Habitat Acquisition VI (b), Project Number 22-1595A, signed by the Grantor on the 23rd day of February, 2023 and by the Grantee on the 23rd day of February, 2023, and Skagit Watershed Habitat Acquisition 2024 SCL Project Number 24-1743A, signed by the Grantor on the 10th day of January, 2025 and by the Grantee on the 13th day of January, 2025 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law.

3. Public access may be limited as necessary for safe and effective management of the property consistent with salmon recovery purposes, but only by written approval of the RCO or funding board.

4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

5. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.



6. Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are:
    a. the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use;
    b. the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and
    c. the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written approval has been granted by RCO and/or the Washington State Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.



GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: Andrew Strong

Title: Environmental, Engineering, and Project Delivery Officer

Dated this 8th day of August, 2025

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Andrew Strong 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 and acknowledge it as the Assistant General Manager, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 8, 2025

Signed: Meg Andres

Printed Name: Meg Andres

Notary Public in and for the State of Washington,

residing in Lynnwood, WA.

My commission expires 2/01/2027.

Notary Public
State of Washington
MEG ANDRES
MY COMM. EXP. FEBRUARY 01, 2027
COMM. #23006082

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE SALMON RECOVERY FUNDING BOARD, administered by THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: _____

Name: Scott T. Robinson

Title: Deputy Director

Dated this 31st day of July, 2025

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/31/25

Signed: _____

Mollie Lavelle
Notary Public
State of Washington
My Appointment Expires 2/5/2029
Commission Number 25009908

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 2/5/29.

SRP

EXHIBIT A

Legal Description

The Land referred to herein below and is described as follows:

Property Address: 8362 Robinson Road, Sedro-Woolley, WA 98284

Tax Parcel Number(s): P41569, P39012. P39021, P39022, P39023, P38951, P38952, P38985, P38995 and P38998

Property Description:

Parcel A:
That portion of the South 1/2 of the Northeast 1/4 of Section 13, Township 35 North, Range 5 East, W.M., lying Southerly of the Great Northern Railway right of way and East of a line drawn due South from the Southeast corner of the Great Northern Railway Company's Trestle No. 37, as it existed on August 9, 1941. EXCEPT that portion thereof lying East of a straight line drawn South from a point on South line of the Minkler Road, as it existed on January 9, 1920, 600 feet West (as measured along said road) of its intersection with the East line of said Section 13.

Parcel B:
The Southeast 1/4 of the Southwest 1/4; Government Lots 2 and 3; the Northeast 1/4 of the Southeast 1/4; the Northwest 1/4 of the Southeast 1/4; and the Northeast 1/4 of the Southwest 1/4; EXCEPT the West 660 feet thereof, all in Section 13, Township 35 North, Range 5 East, W.M., EXCEPT roads, EXCEPT that portion, if any, lying within the bed of the Skagit River, AND EXCEPT the following described tract:

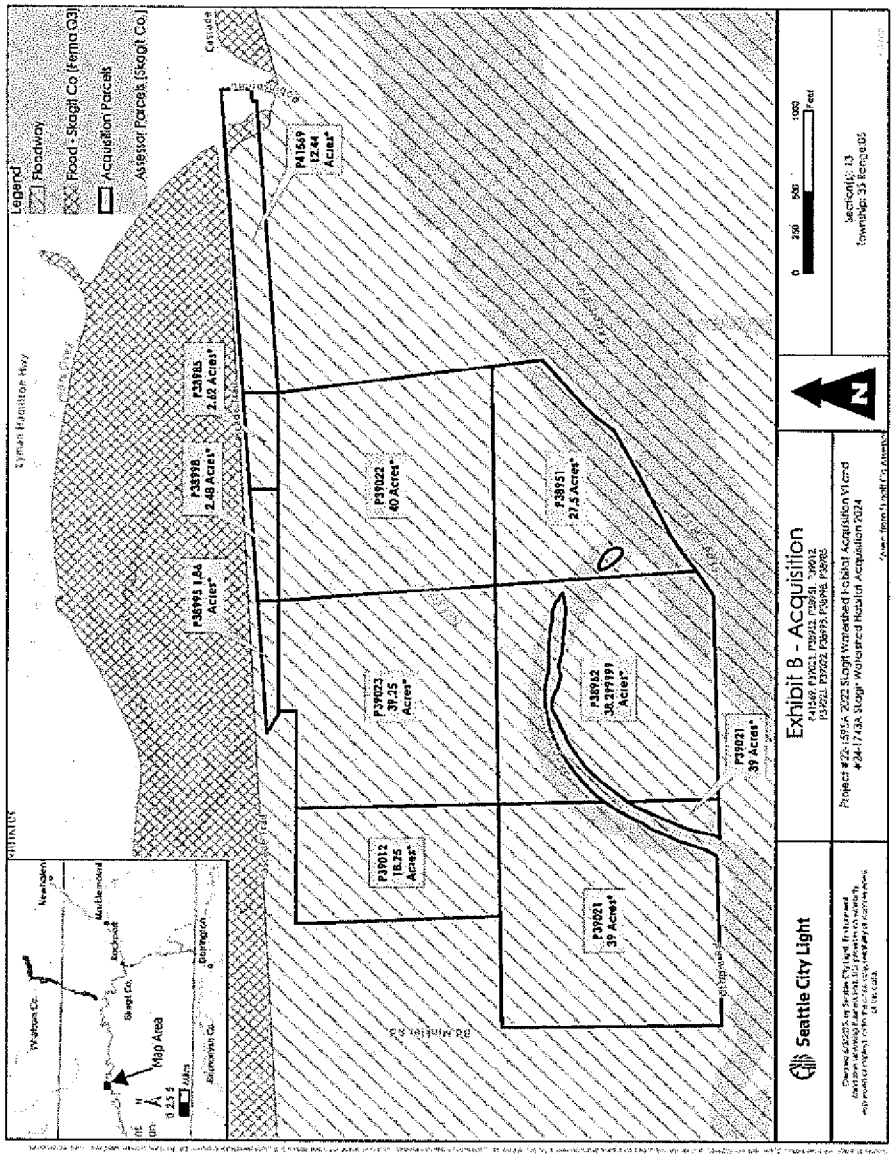
Beginning at the Northeast corner of the Southwest 1/4 of said Section 13; thence West 720 feet; thence South 100 feet; thence East 1320 feet; thence North 100 feet; thence West 600 feet to the point of beginning.

Parcel C:
That portion of Government Lot 2 in Section 18, Township 35 North, Range 6 East, W.M., lying South of the Great Northern Railway right of way, EXCEPT County road along the East line thereof, ALSO EXCEPT the following described tract:
Beginning at the point of intersection of the Southeast corner of said Lot 2 and the West line of the County road right-of-way; thence West along the South line of said Lot 2, 100 feet; thence North parallel with the East line of said Lot 2, 25 feet; thence East parallel

with the South line of said Lot 2, 100 feet, more or less, to the West line of the County road; thence South along said West line to the point of beginning.

STD

EXHIBIT B
Property Map



202511190016
11/19/2025 09:51 AM Pages: 1 of 5 Fees: $307.50
Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20253768
Nov 19 2025
Amount Paid $12143.00
Skagit County Treasurer
By Lena Thompson Deputy

When recorded return to:

City of Seattle, a municipal corporation of the State of Washington
700 5th Avenue, Ste 300 PO Box 34023 Real Estate Services Rm 3318
Seattle, WA 98109

GNW 25-24493

STATUTORY WARRANTY DEED

THE GRANTOR(S) Lynne M. Lang and Patrick J. Lang, wife and husband, 6173 South Campbell Lake Road, Anacortes, WA 98221,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:
Section 30, Township 36 North, Range 11 East - Ptn.SE (aka TR 2 Survey AF 8002190006)

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P51905

Dated: 11/12/25

Lynne M. Lang

Patrick J. Lang

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 12th day of November, 2025, by Lynne M. Lang and Patrick J. Lang.

Eleanor Romero
Signature

Notary
Title

My commission expires: 5/5/2029

ELEANOR ROMERO
APPOINTMENT EXPIRES May 05, 2029
NOTARY PUBLIC
COMM # 193259
STATE OF WASHINGTON

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 4588 Diobsud Creek Road, Marblemount, WA 98267
Tax Parcel Number(s): P51905

Property Description:

Tract 2 of that certain survey of portions of Sections 29, 30 and 31, Township 36 North, Range 11 East of the Willamette Meridian, recorded February 19, 1980, in Volume 3 of Surveys, pages 12 and 13, under Auditor's File No. 8002190006, records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT B

25-24493-KH

9. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: The United States of America
Dated: August 1, 1945
Recorded: August 13, 1946
Auditor's No.: 390790
Purpose: To locate, construct, re-locate, maintain, patrol, and repair a roadway and telephone transmission line
Area Affected: A 66 foot wide strip through the Northeast ¼ of the Northwest ¼ of Section 31, and the Southeast ¼ of Section 30, Township 36 North, Range 11 East, W.M..

10. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Georgia-Pacific Corporation, a Georgia corporation
Dated: April 6, 1973
Recorded: October 31, 1973
Auditor's No.: 792756
Purpose: Road purposes
Area Affected: A 66 foot wide strip

11. Agreement, including the terms and conditions thereof; entered into;

By: City of Seattle
And Between: Terrace C. Hedding and Eunice Hedding, husband and wife; Kenneth C. Hunter; and David L. Gruber and Beverly A. Gruber, husband and wife
Recorded: June 5, 1979
Auditor's No.: 7906050006, records of Skagit County, Washington
Providing: Roadway and underground utilities

12. Covenants, conditions, and restrictions contained in instrument(s), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded: December 12, 1979
Auditor's No(s).: 7912120023
Executed By: David L. Gruber and Beverly A. Gruber, husband and wife; and Kenneth C. Hunter, a single man

As Follows: It is understood that the only access to the above property is by means of a U.S. Forest Service road and that access is subject to permission of the Forest Service. However, the Sellers herein are in the process of obtaining a legal 60 foot right-of-way to the above property and have plans to construct a gravel road upon such right-of-way, and Sellers herein agree to grant Purchasers herein the right to use said right-of-way and road, for ingress, egress and utilities.

13. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey for Ken Hunter recorded February 19, 1980 as Auditor's File No. 8002190006.

14. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future. River/Creek: Diobsud Creek

15. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

16. Matters pertaining to an unrecorded private road as delineated on the Skagit County Assessor's Map of the subject property and other property.

17. Regulatory notice/agreement regarding Title Notification - Property Adjacent to Designated Natural Resource Lands that may include covenants, conditions and restrictions affecting the subject property, recorded on June 29, 2000 as Auditor's File No. 200006290023 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

18. Regulatory notice/agreement regarding Low Flow Mitigation Summary that may include covenants, conditions and restrictions affecting the subject property, recorded on July 18, 2000 as Auditor's File No. 200007180051 .

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

202601080025
01/08/2026 10:35 AM Pages: 1 of 8 Fees: $310.50
Skagit County Auditor, WA

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 01/08/2026

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Bridget Kaminski

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

M10636

Lang Property

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO), including any successor agencies.

Abbreviated Legal Description: P51905 Section 30, Township 36 North, Range11 East-Ptn. SE (aka Tract 2 of Survey AF No. 8002190006)

in Skagit County, Washington

More particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map).

Assessor's Property Tax Parcel Number: P 51905; Skagit County

Reference Numbers of Documents Assigned or Released: None.

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the US Department of Commerce, NOAA Pacific Coastal Salmon Recovery Fund, State Building Construction Account- Salmon Recovery Funding Board, and Puget Sound Acquisition and Restoration Account. Such grant and this Deed are made pursuant to the Grant Agreements entered into between the Grantor and the Grantee entitled Skagit Watershed Habitat Acquisition 2024 SCL Project Number 24-1743A, signed by the Grantor on the 10th day of January, 2025 and by the Grantee on the 13th day of January, 2025 and supporting materials, which are on file with the Grantor and the Grantee in connection with the Grant Agreements.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Grant Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

2. The Grantor shall allow public access to the Property as provided in the Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant Agreement, by written agreement between the Grantee and Grantor, or under state law.

3. Public access may be limited as necessary for safe and effective management of the property consistent with salmon recovery purposes, but only by written approval of the RCO or funding board.

4. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant Agreement, by written agreement



with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.

5. Without prior written consent by the Grantee or its successors, through an amendment to the Grant Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery grant purposes herein granted and as stated in the Grant Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO or funding board.

6. Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are:

    a. the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use;
    b. the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and
    c. the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Grant Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.



This Deed may not be removed or altered from the Real Property, or the Real Property further encumbered, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific approval has been granted by RCO and/or the Washington State Salmon Recovery Funding Board or its successors. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO or made part of the Grant Agreement by amendment.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

GRANTOR:

City of Seattle acting by and through Seattle City Light Department

By: _____

Name: Andrew Strong

Title: Environmental, Engineering, and Project Delivery Officer

Dated this 30th day of December, 2025

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Andrew Strong 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 and acknowledge it as the Assistant General Manager, Seattle City Light for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/30/2025

Signed: _____

Printed Name: Jean Greagor

Notary Public in and for the State of Washington,

residing in Shoreline, WA.

My commission expires: 8/11/2029

JEAN CHRISTOPH GREAGOR
Notary Public
State of Washington
Commission Number 93052
My Commission Expires
08/11/2029

SGR

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE SALMON RECOVERY FUNDING BOARD, administered by THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: _____

Name: Scott T. Robinson

Title: Deputy Director

Dated this 16TH day of November, 2025

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson 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 and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/16/25

Signed: _____

Notary Public in and for the State of Washington,

residing in Thurston County.

My commission expires 2/5/29.

Mollie Lavelle
Notary Public
State of Washington
My Appointment Expires 2/5/2029
Commission Number 25009908

SJD

202601080025
01/08/2026 10:35 AM Page 7 of 8

EXHIBIT A

Legal Description

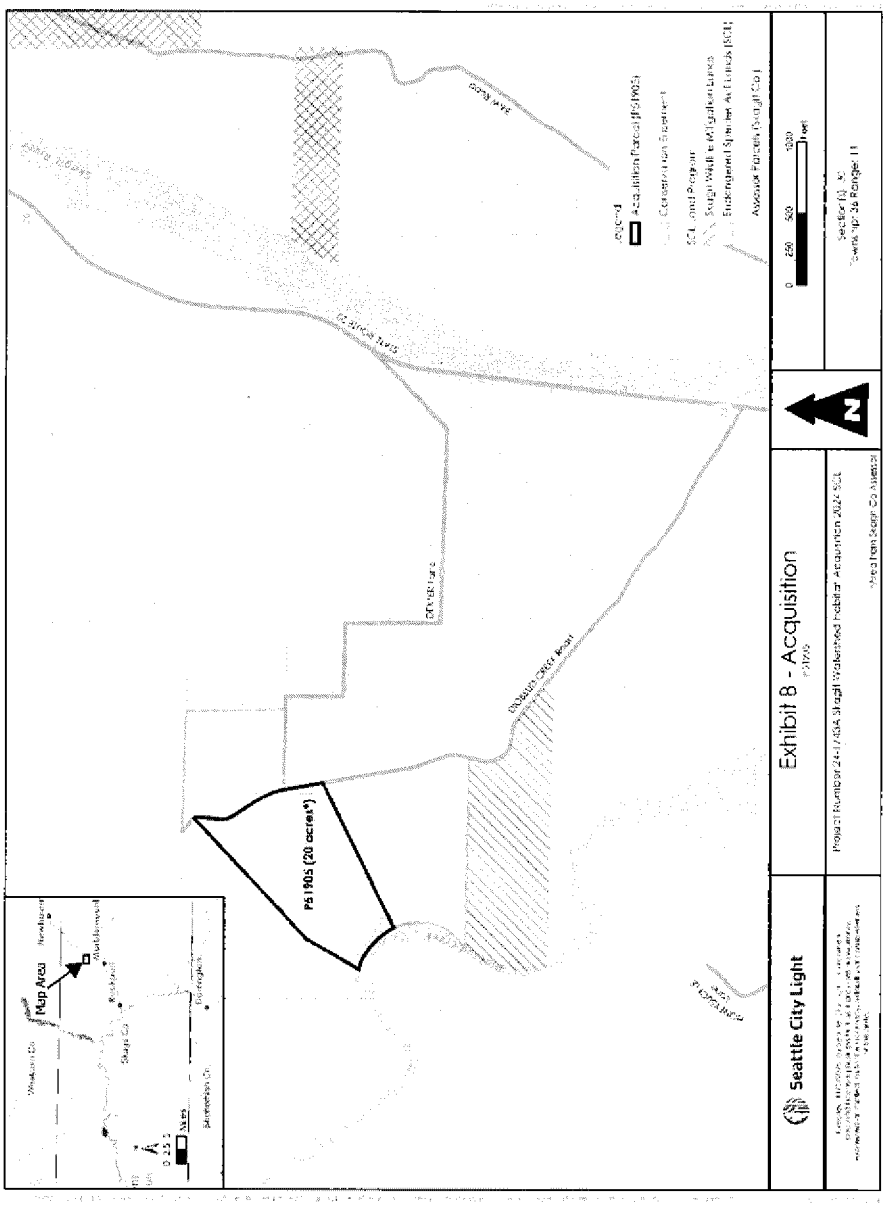
The Land referred to herein below and is described as follows:

Tract 2 of that certain survey of portions of Sections 29, 30 and 31, Township 36 North, Range 11 East of the Willamette Meridian, recorded February 19, 1980, in Volume 3 of Surveys, pages 12 and 13, under Auditor's File No. 8002190006, records of Skagit County, Washington.

Situate in Skagit County, Washington.

EXHIBIT B

Property Map



202512090023
12/09/2025 10:19 AM Pages: 1 of 3 Fees: $305.50
Skagit County Auditor, WA

When recorded return to:

City of Seattle, a municipal corporation of the State of Was
700 5th Avenue, Ste 300 PO Box 34023 Real Estate Servic
Seattle, WA 98104

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20253947
Dec 09 2025
Amount Paid $1045.00
Skagit County Treasurer
By Lena Thompson Deputy

GNW 25-22983

STATUTORY WARRANTY DEED

THE GRANTOR(S) Blaise D. Sims, 40322 307th Street Northeast, Arlington, WA 98223,
*as their separate estate
for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to City of Seattle, a municipal corporation of the State of Washington

the following described real estate, situated in the County Skagit, State of Washington:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1:
Gov. Lot 2, Section 6, Township 33 North, Range 10 East

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P18637

Dated: Dec 08, 2025

Blaise D. Sims

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 8th day of December, 2025, by Blaise D. Sims.

Eleanor Romero
Signature

Notary
Title

My commission expires: 5/5/2029

ELEANOR ROMERO
NOTARY PUBLIC
STATE OF WASHINGTON
COMM # 190258
APPOINTMENT EXPIRES May 05, 2029

EXHIBIT A
LEGAL DESCRIPTION

Property Address: NHN Concrete Sauk Valley Road, Concrete, WA 98241
Tax Parcel Number(s): P18637

Property Description:

Government Lot 2 in Section 6, Township 33 North, Range 10 East, W.M.,

EXCEPT that portion conveyed to the City of Seattle, Department of Lighting by Deed recorded under Auditor's File No. 363009, records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT B

25-22983-KH

9. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

10. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

11. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

12. There is no recorded means of ingress or egress to a public road from said property. It is assumed that there exists a valid and subsisting easement for that purpose over adjoining properties, but the Company does not insure against any rights based on a contrary state of facts.

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
City Light	Andrew Strong	Christie Parker

1. BILL SUMMARY

Legislation Title:
AN ORDINANCE relating to the City Light Department; accepting Statutory Warranty Deeds to the Meyer Family Trust property in King County, and the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Ruble, Whitmore Properties, LLC, Lang and Sims properties, a Bargain and Sale Deed to the Kalkoske property, and a Quit Claim Deed to the Loney property in Skagit County, Washington, all for salmonid habitat protection purposes; ratifying acceptance of the Salmon Recovery Funding Board grants and funding for property acquisitions; declaring certain real property rights surplus and no longer required for providing public utility service or other municipal purposes; ratifying the City's grants of Deeds of Right to the State of Washington for the Brown, Crawford for Lewis Estate, Crozier and McGown, Fulwiler, Hershaw, Kalkoske, Loney, Whitmore Properties LLC, and Lang properties for salmon recovery and conservation purposes; placing said lands conveyed to the City under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

This legislation authorizes the General Manager and Chief Executive Officer to ratify acceptance of the Washington State Salmon Recovery Funding Board ("SRFB") grants and funding for property acquisitions, accept Statutory Warranty Deeds, a Bargain and Sale Deed, and a Quit Claim Deed for certain properties in King and Skagit Counties and ratifies the grants of Deeds of Right for nine of those properties to the SRFB for habitat protection purposes. All the properties were purchased as part of City Light's Endangered Species Act ("ESA") Early Action Program under the authority of Ordinance 121114. Both the Program and Ordinance stated criteria by which the City committed to assist in threatened species recovery and these properties meet the criteria by protecting salmonid habitat. Funding for the property acquisitions included $860,000 in City Light funds and $5,070,000 from SRFB. This legislation places the acquired properties under the jurisdiction of the City Light Department. The funding for these acquisitions was already budgeted and does not require new appropriations.

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.

City Light currently contracts for quarterly stewardship site visits to the properties, conducted by local salmon recovery groups. These site visits incur ongoing costs related to weed treatment, trash removal, and native plantings, all of which are currently paid for through City Light's Endangered Species Act (ESA) Lands Program budget.

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

Please see description above. These costs are to improve and/or maintain the salmon habitat benefits for which the property was purchased. These costs are within the existing program budget and are not deprioritizing other work.

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

City Light would be out of compliance with the terms of the signed grants with the SRFB. This may ultimately result in a loss of the award for the properties and subject City Light to funding the purchase of the properties with other resources, including but not limited to ratepayer funds.

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

This legislation is not expected to affect any other City departments.

4. OTHER IMPLICATIONS

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

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 affects parcels outside of Seattle in King and Skagit County. Maps are provided as Attachments 1 and 2.

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.

Most of the properties are vacant lands. Those that have structures are usually located within the floodplain and were built before current permitting which would have prevented their construction. In two instances, renters were present on the property, and we followed federal and state relocation requirements to relocate the individuals, all to equal or better housing situations, as required by law.

City government will not be impacted. The broader community is not impacted as we work with willing individual private sellers.

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

The acquisitions are with willing sellers, so a Racial Equity Toolkit or other racial equity analysis was not developed. Additionally, the two purchases that impacted renters were or are being made whole by the relocation process.

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

Not applicable to this ordinance.

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 likely have a neutral impact on emissions, with an overall slight decrease over time. Trees will be planted on the properties, capturing carbon, but to make a measurable difference, the trees would have to be fully mature. Trees planted on the properties in the next few years will not fully mature for upwards of 60-80 years.

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.

These property transfers will neither increase nor decrease Seattle's resiliency as the properties are located outside of Seattle's city limits.

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?

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

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.

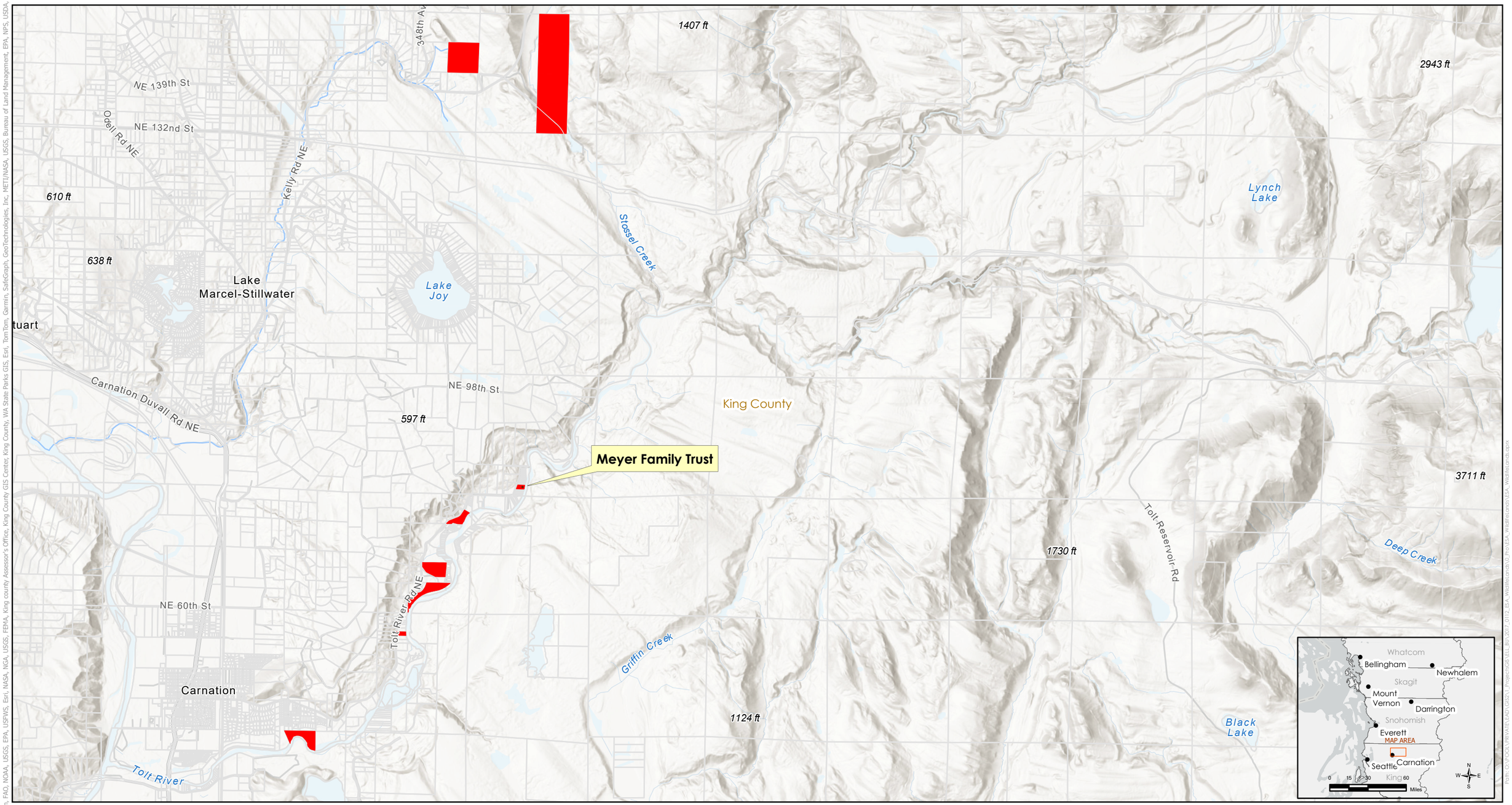
5. ATTACHMENTS

Summary Attachments:

Summary Attachment 1 – SCL ESA Lands Map King County
Summary Attachment 2 – SCL ESA Lands Map Skagit/Snohomish Counties

Summary Att 1 – SCL ESA Lands Map King County

This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



WA State Parks GIS, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS, Esri, NASA, NGA, USGS, FEMA, King county Assessor's Office, King County GIS Center, King County, WA State Parks GIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

Path: O:\PO\GIS\PROJECTS\ESA_Wetlands\GIS\Projects\ESA_Wetlands.aprx

Seattle City Light

Created 11/5/2025, by Seattle City Light,
Environment, Land and Licensing Division.
SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.

Endangered Species Act Properties

0 1 2 4 Miles

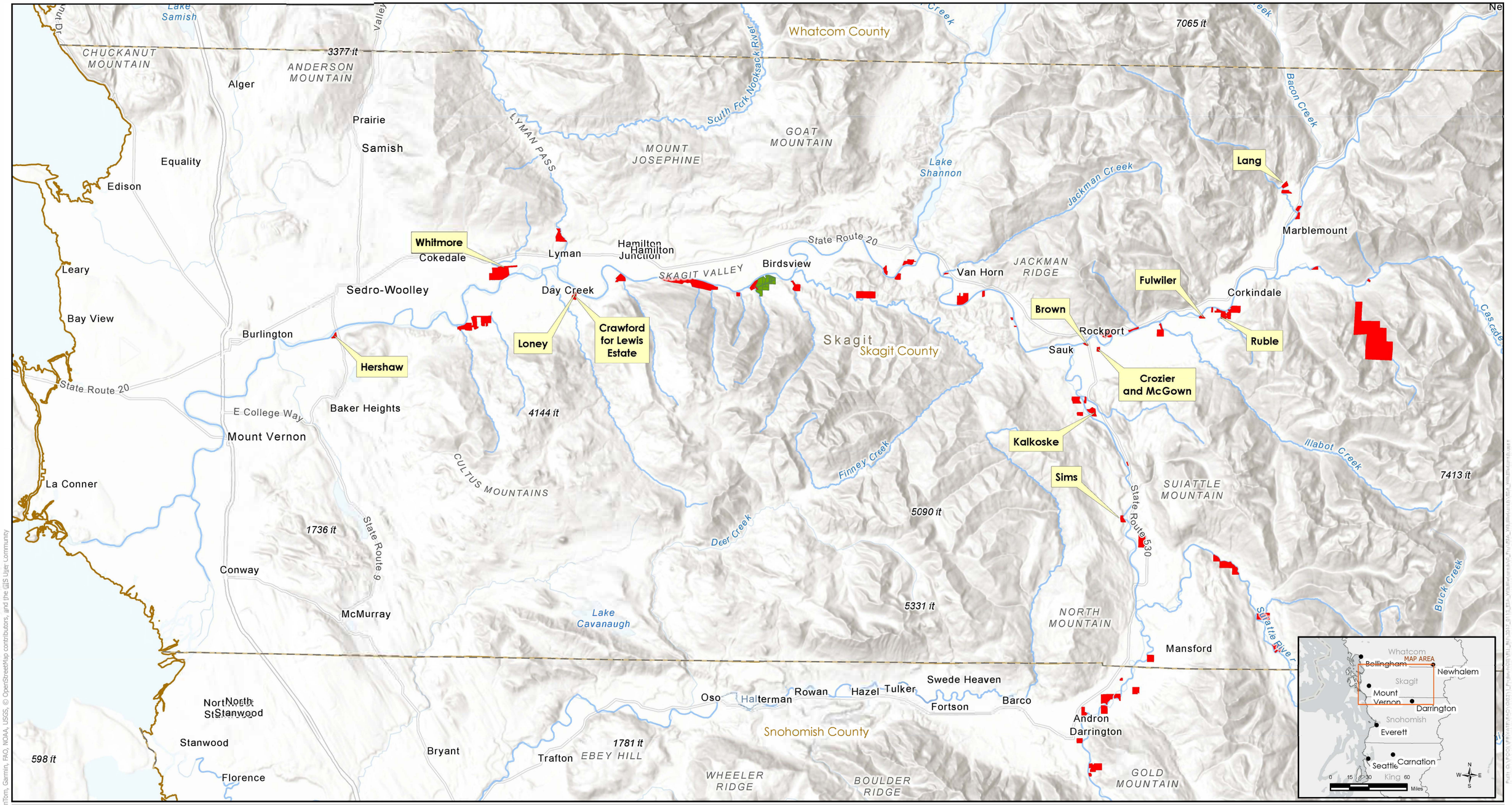
N
W E
S

Legend

Land Program

Endangered Species Act Lands (SCL)

This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



Seattle City Light

Created 2/10/2026, by Seattle City Light, Environment, Land and Licensing Division.
SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.

Endangered Species Act Properties

0 2.5 5 10 Miles

N W E S

Legend

Land Program

- Endangered Species Act Lands (SCL)
- Combined Program ESA-Wildlife-Fish

Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

File #: CB 121205, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer or designee to grant an easement over a portion of fee owned property to King County; and accepting payment of the fair market value for the easement.

Recitals:

WHEREAS, the City Light Department (City Light) operates a public power system for The City of Seattle and surrounding communities, including fee-owned transmission corridor through Skyway, a part of unincorporated King County.

WHEREAS, City Light owns property abutting 68th Ave S, identified as King County Parcel Number 112304-9040, used for an electric transmission corridor through a portion of Skyway, as legally described in Attachment 1 to this ordinance in Exhibit A, which is a portion of City Light's larger electric transmission and distribution corridors.

WHEREAS, City Light acquired the property from Vesta & Lynn Morrell on November 2, 1973.

WHEREAS, King County plans to improve an easement area of 65 square feet as legally described in Attachment 1 to this ordinance in Exhibit B, at 68th Ave South/South 124th St, to install and maintain ADA curb ramps and sidewalk improvements on City Light fee-owned property.

WHEREAS, King County wishes to purchase the necessary rights from City Light and City Light

wishes to sell the necessary rights to King County for the sum of $500, which represents fair market value of the easement rights.

WHEREAS, the sale or disposition of real property rights by City Light and other City Departments requires an ordinance, pursuant to City Charter Article IV. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Certain property rights associated with City Light Department (City Light) property are no longer needed for City Light's utility purposes and are approved for sale at fair market value.

Section 2. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to enter into the necessary agreements with King County for the sale and grant of easement substantially in the form presented as Attachment 1 to this ordinance, conveying easement rights to a portion of City Light property to King County and preserving the overhead rights for City Light's electric transmission and distribution lines, and to record the easement document with the King County Recorder.

Section 3. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to accept payment of $500 for the sale of the easement and deposit the payment into the Light Fund.

Attachments: Attachment 1 - King County Sidewalk Easement

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

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

When recorded, return to:
SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue SMT 3319
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT- (Sidewalk and Curb Installation)
Reference #: 230411-1-021
Grantor: The City of Seattle
Grantee: King County
Short Legal: King County – QTR-NE –SEC-11, T-23N, R-4E
Tax Parcel #: 112304-9040

THIS NON-EXCLUSIVE EASEMENT is made this _____day of_____, 2026, between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the Grantor, and King County a home rule charter county and political subdivision of the State of Washington, hereafter referred to as the Grantee; AS FOLLOWS:

That the Grantor, for and in consideration of the sum of Five Hundred Dollars ($500.00), and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the right, privilege and authority (an "Easement") to install, maintain and use ADA curb ramps and sidewalk improvements upon, under, across and through the following described lands and premises ("Property") situated in the County of King, State of Washington:

Legal description on Exhibit A attached hereto and incorporated herein.

Except as otherwise set forth herein, Grantee's rights shall be exercised upon those portions of the Property described on Exhibit B (Permanent Easement) attached hereto and incorporated herein ("Easement Area").

1. The Grantee shall construct and maintain all improvements within the Easement Area at its sole cost and expense.

2. The Grantee shall not at any time interfere with Grantor's access to and over the Easement Area.

3. Any improvements within the Easement Area shall not interfere with the Grantor's use of the transmission right-of-way.

4. No buildings or structures other than the approved improvements shall be allowed within the Easement Area.

5. Should any of the Grantor's facilities be damaged or disturbed by reason of construction, maintenance, operation or use of the improvements within the Easement Area, the Grantor may repair such facilities, and the Grantee shall pay the cost of such repair.

6. The Grantee agrees that the Grantor shall not be responsible for any loss or damage done to the improvements within the Easement Area by reason of any construction, maintenance, alteration or improvements performed on the Property by the Grantor, its agents or representatives.

7. The Grantee agrees to indemnify and save harmless the Grantor from any and all claims, actions, or damages of any kind or description which may accrue to or be suffered by any person or persons or property by reason of construction, maintenance, operation or use of the improvements within the Easement Area, or the use of occupancy of the Property by the Grantee, its successor or assign. In the case of any suit or action brought against the Grantor by reason thereof, the Grantee, its successor or assign, will, upon notice to them of the commencement thereof, defend such suit or action at its sole cost and expense and will fully satisfy the final judgement rendered in any such action.

8. In the event Grantee no longer requires the use of the Easement Area, the easement may be relinquished and documented through a recorded release of easement, and revert to the Grantor, its successor or assign.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR: The City of Seattle

BY:_____

PRINT NAME:_____

ITS: _____(TITLE)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____day of _____, 2026, before me personally appeared _____(print name), to me known to be the _____(title) of CITY OF SEATTLE, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of CITY OF SEATTLE, a Washington municipal corporation, for the uses and purposes therein mentioned, and on oath stated that _____was authorized to execute said instrument on behalf of CITY OF SEATTLE, a Washington municipal corporation..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at:_____
My commission expires:_____

GRANTEE: King County

BY:_____

PRINT NAME Tricia Davis

ITS: Director Road Services Division (TITLE)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____day of _____, 2026, before me personally appeared Tricia Davisto me known to be the Director Road Services Division of King County a home rule charter county and political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of King County a home rule charter county and political subdivision of the State of Washington a Washington corporation for the uses and purposes therein mentioned, and on oath stated that Tricia Davis was authorized to execute said instrument on behalf of King County a home rule charter county and political subdivision of the State of Washington a Washington corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at:_____
My commission expires:_____

EXHIBIT A

PARCEL DESCRIPTION

Real property in the County of King , State of Washington, described as follows:

PARCEL I:

A tract of land in the Northeast quarter of Section 11, Township 23 North, Range 4 East of the Willamette Meridian, in King County, Washington, being more particularly described as follows:

Beginning at the quarter corner between Section 12 and Section 11, Township 23 North, Range 4 East of the Willamette Meridian; thence North 0°34'21" East, along the section line between said Sections 12 and 11, a distance of 395.61 feet to the true point of beginning; thence North 53°51'34" West a distance of 1492.78 feet; thence North 87°39'14" East, along the North line of the Southeast quarter oft he Northeast quarter of said Section 11, a distance of 321.37 feet; thence South 53°51'34" East a distance of 1098.22 feet to the intersection with said section line; thence South 0°34'21" West a distance of 245.87 feet to the true point of beginning.

PARCEL II:

That portion of the Northeast quarter of the Northeast quarter of Section 11, Township 23 North, Range 4 East of the Willamette Meridian, in King County, Washington, described as follows:

Beginning at the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 11; thence North 0°38'23" East, along the West line of said subdivision a distance of 79.98 feet to the true point of beginning; thence continuing on the same line and same course a distance of 245.67 feet; thence South 53°51'34" East 522.56 feet to a point on the South line of the Northeast quarter of the Northeast quarter of said Section 11; thence South 87°39'14" West, along the South line of said subdivision, a distance of 321.37 feet; thence North 53°51'34" West 128.34 feet to the point of beginning.

PARCEL III:

All that portion of Lots 24 and 25, Block 36A, HILLMAN'S MEADOW GARDENS ADDITION, DIVISION #4, according to the plat thereof recorded in Volume 12 of Plats, page 99, described as follows:

Beginning a the Northeast corner of said Lot 25; thence West, along the North line of said Lots 24 and 25, 149.14 feet; thence South 53°51'34" East 183.15 feet to a point on the East line of said Lot 25; thence North, along the said East line, 105.15 feet to the point of beginning.

TOGETHER WITH those portions of 59th Avenue South and South Leo Street, which inured thereto by operation of law.

EXHIBIT B
PERMANENT EASEMENT

Beginning at a point 30.00 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+10.84, as shown on King County Right of Way Plan 321-07 (5) R/W;
Thence to a point 39.99 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+23.48;
Thence to a point 30.00 feet left of 68th Ave S/S 124th St Right of Way Centerline Station 53+23.84;
Thence to the point of beginning.

Containing 65 square feet, more or less.

King County

EXHIBIT C - ACQUISITION SUMMARY STATEMENT

October 18, 2024

Project Name:	68th Ave S/S 124th St
File No.:	9-2024-001-05
Grantor:	City of Seattle – SCL
Tax Parcel No.:	112304-9040
FAP No.:	N/A

Valuation	**Comment**	**Value**
- Permanent Easement – 65 SF	$1.07/SF x 90%	$100.00 (R)
Improvements: None	No Improvements Impacted	
Other: N/A		
Damages: N/A		
TOTAL JUST COMPENSATION:		**$500.00**

Uneconomic Remainder:	N/A
Fencing Allowance:	N/A

LAND ACQUIRED:		
Parcel #	**Rights to be Acquired**	**Area of Use**
112304-9040	**Permanent Easement**	**65 SF**

APPRAISAL INFORMATION:	
Appraisal Determination of Just Compensation By:	**Arlene Klausen**
Date of Valuation:	**9/17/2024**
Value:	**$500.00 (Rounded)**
Date of Report:	**9/17/2024**

Notice to Vacate: N/A.
The Following Separately-Held Ownership Interests are not included in the Total Just Compensation: N/A

REAL PROPERTY VOUCHER AGREEMENT

AGENCY NAME	I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Grantor or Claimant: *(Sign in Ink)*
KING COUNTY Road Services Division King Street Center, Rm. 313 201 S. Jackson St. Seattle, WA 98104	
GRANTOR or CLAIMANT	By: _____ Grantor or Claimant /Authorized Representative Date: _____
City of Seattle – SCL PO Box 34023 Seattle, WA 98124-4023	By: _____ Grantor or Claimant /Authorized Representative Date: _____
PROJECT NUMBER: 1143406 PROJECT TITLE: 68th Ave S/S 124th St	TAX PARCEL NUMBER: 112304-9040 RW FILE NO: 9-2024-001-05

Project Summary Statement:
This project will bring existing ADA ramps up to contemporary standards along the corridor and improve road surfacing. This will significantly improve driving conditions, enhance pedestrian accessibility, and extend the lifespan of an important road corridor that serves a historically underserved community. The corridor supports elementary school traffic, frequent bus service, freight, and other traffic bound for SR-900, Renton Avenue S, a minor arterial, and Beacon Avenue S, a major collector. The street is used to access key community destinations, such as the Campbell Hill Elementary School, Skyway Park, grocery stores, a bowling alley, and many other commercial destinations.

In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth in Attached Documents: **Permanent Easement Documents Dated:** _____ For All Lands Conveyed:	**AMOUNT**
Permanent Easement – 65 SF: *$1.07/sf x 90%*	*$100.00 (R)*
JUST COMPENSATION	**$100.00**
SUBTOTAL	**$100.00**
TOTAL AMOUNT TO BE PAID:	**$500.00**

Right-of-Way Agent:	**King County agrees to the terms and conditions listed above.**
_____ By:	_____ By:
_____ Date	_____ Date:

Tax Parcel Number: 112304-9040
RW File # 9-2024-001-05

KING COUNTY SUBSTITUTE W-9	Request for Taxpayer Identification number and Certification	Give form to King County. Do not send to IRS.

Name (as shown on Invoice)

Business Type

☐ Association ☐ C-Corporation ☐ S-Corporation ☐ Disregarded Entity

☐ Division ☐ Government ☐ Individual

☐ Limited Liability Company: Enter tax classification (C=C-Corporation, S=S-Corporation, P=Partnership) ▶ _____

☐ Non Profit ☐ Partnership ☐ Sole Proprietor ☐ Trust/Estate

Business Registration Information

Enter where you are registered to do business and the corresponding State Registration Number

State: Registration Number:

Purchasing Location Information

Physical Address

City , State, and Zip

Remittance Information

Remit Address (if different than above)

City , State, and Zip

Tax Reporting Name and Tax Identification Number or Social Security Number

Enter your Tax reporting Name and address. The Tax Identification number provided must match the name given on the "Tax Reporting Name" line. For individuals, this is your social security number (SSN).

Tax Reporting Name

Tax Reporting Address

Tax Reporting City, State, and Zip

Tax Identification Number, Employer Identification Number or Social Security Number:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct tax reporting name and identification number.
2. I am a U.S. citizen, U.S. person or U.S. Business Entity.
3. I am not subject to backup withholding due to failure to report interest and dividend income.
4. I am exempt from FATCA reporting.

Certification instructions. If you are not a U.S. citizen, U.S. person or U.S. Business Entity, you must cross out item 2 above. You will need to provide a completed King County W9 form as well as a copy of your W-8.

Sign Here ▶ _____

Print Name of Signer **Date Signed**

King County

Department of Local Services
Road Services Division

October 18, 2024

City of Seattle – SCL
C/O Chad Morrell
PO Box 34023
Seattle, WA 98124-4023

RE: SUBMISSION OF OFFER PACKET – EXPLANATION OF PACK CONTENTS

Project Title: 68th Ave S/S 124th St
Project # 1143406 RW File # 9-2024-001-05 Tax Account # 112304-9040

Dear City of Seattle - SCL:

King County Road Services Division is presenting an offer for the acquisition of property rights on your property on 68th Ave S, tax parcel number 112304-9040. Below is a summary of the documents included in this offer package:

Document	Instructions to Complete (If Accepted)
Offer Letter	Acknowledgement page to be signed upon receipt of offer
Real Property Voucher Agreement	Sign where indicated
Permanent Easement	Sign in front of a notary public
KC W-9	Please complete the Payee Information and sign where indicated
Exhibit Map	For informational purposes
Transportation Needs and You Brochure	For informational purposes
Acquisition Summary Statement	For informational purposes

This offer packet reflects the property rights necessary for the above referenced project. Please review the contents of this packet and contact me if you have questions regarding the material contained. Please sign the acknowledgement of receipt of the Offer letter where indicated on the 2nd page of the letter. If you accept the enclosed offer, please sign the easement documents where noted in the presence of and notarized by a Notary Public. Return all completed, signed documents to my attention in the enclosed, pre-addressed envelope.

Alternatively, you can contact me to arrange for a King County notary to meet you at a time and place of your choosing to witness your signature and pick-up all necessary documents.

Thank you.

Sincerely,

Lisa Cox
Road Property Program Manager
lcox@kingcounty.gov
(206) 806--4566

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle City Light

Title: AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer or designee to grant an easement over a portion of fee owned property to King County; and accepting payment of the fair market value for the easement.

Background: City Light owns property abutting 68th Ave S, King County Parcel Number 112304-9040. This property is visually depicted in Summary Attachment 1 and is used for an electric transmission corridor through a portion of Skyway, a part of unincorporated King County. This property comprises a portion of City Light's larger electric transmission and distribution corridors.

The King County Department of Local Services Road Services Division has a roadway improvement project at 68th Ave South and South 124th Street. This project necessitates 65 square feet of City Light fee-owned property as an easement area so that King County can install and maintain accessible curb ramps and sidewalk improvements to benefit residents of the area. The full project plans are presented as Summary Attachment 2.

Summary Attachments:

Summary Attachment 1 – Map of Seattle City Light Property Parcel 112304-9040

Summary Attachment 2 – 68th Ave S King County Right-of-Way Plan

---

2. Capital Improvement Program (CIP)

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

a. Revenue Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.
$500				

3b. 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	2026 Revenue	2027 Estimated Revenue
Light Fund (41000)	SCL	Sale of Land and Buildings	$500	

TOTAL 2026 Revenue	TOTAL 2027 Estimated Revenue
$500	

Revenue/Reimbursement Notes: Estimated fair market value of the easement property rights for the 65 square feet is $500, to be paid into the Light Fund (41000).

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts. None.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs? Not applicable.

c. What financial costs or other impacts might happen if this legislation is not implemented? King County would not be able to secure the property rights for completion of their road improvement project.

d. How might this legislation affect other City departments besides the one that proposed it? Not implementing the legislation would delay King County's sidewalk improvement project. This delay would impact the neighborhood and delay City Light's just compensation.

---

4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property? Yes. Summary Attachment 1 presents a map of the easement area.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

This easement sale will enable King County to complete their roadway project, which (in part) adds accessible curb ramp improvements.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation. None.

3. What is the Language Access Plan for communicating with the public about this legislation? None; this transaction is in support of a King County project.

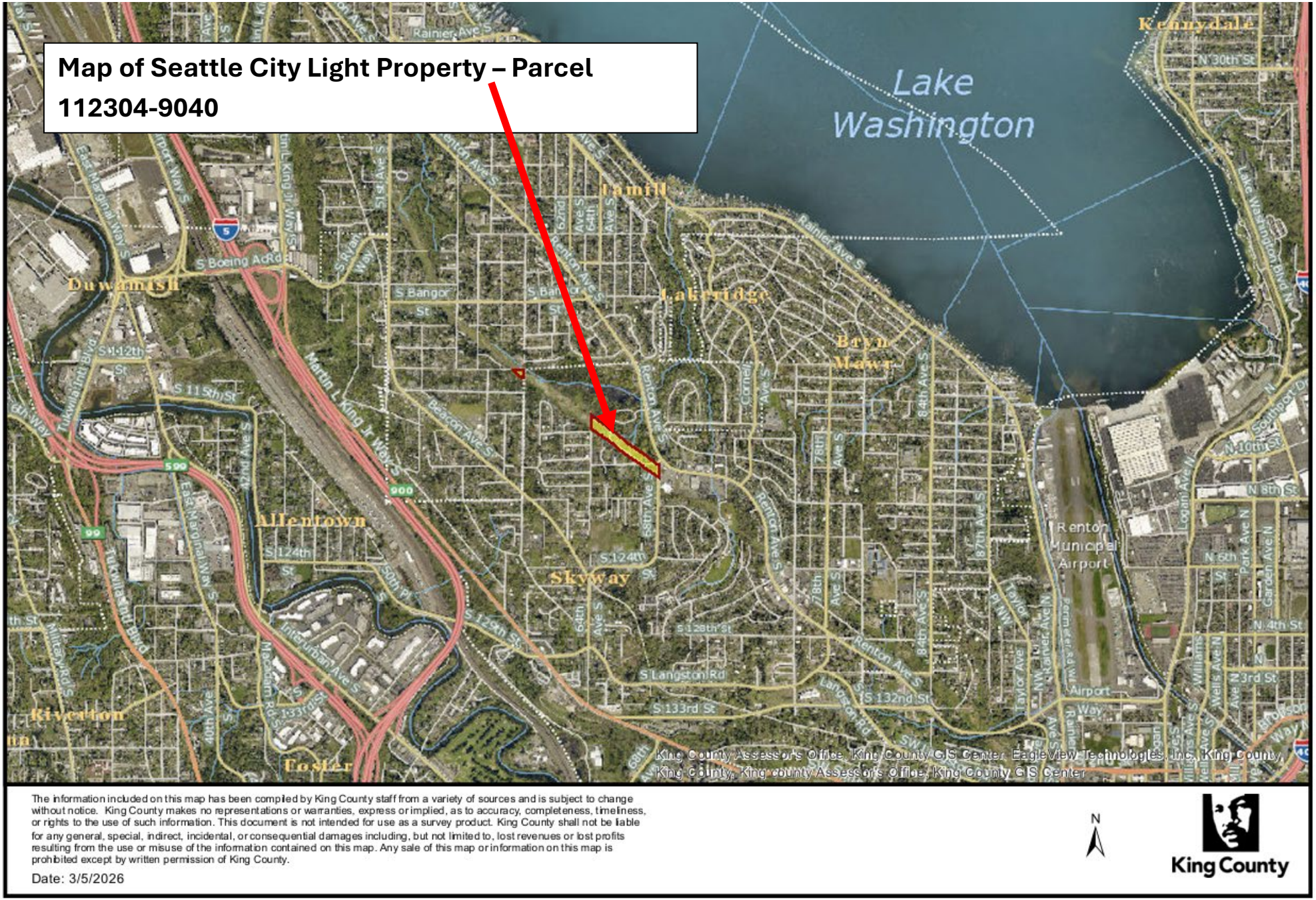
e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer. Not applicable.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact. Not applicable.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress? Not applicable.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization? No.



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

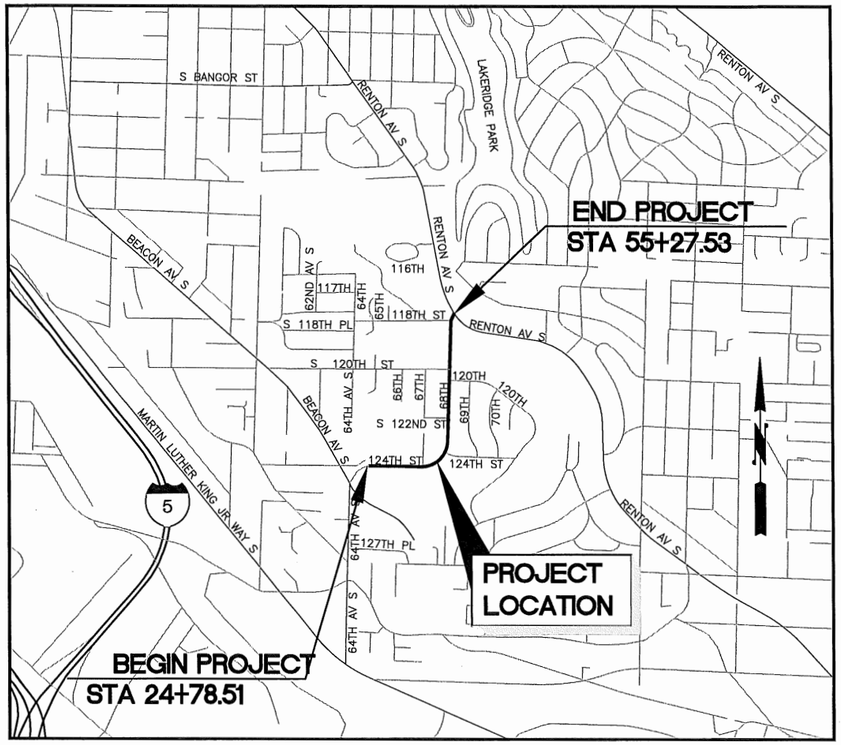
Date: 3/5/2026

N

King County



Approximate location of easement area (shown in blue)



VICINITY MAP
NTS



King County

Department Of
Local Services
Road Services Division

68TH AVE S / S 124TH ST.
RIGHT-OF-WAY PLAN

811
Know what's below.
Call before you dig.

SURVEY JOB NO: 23030	5/30/23				
CHECKED: T. CRAY	6/30/23				
CAD ENTERED: C.K./R.L.	06/2024				
DESIGNED: C. KLINGELE	06/2024				
CHECKED: J. EVANS	06/2024				
SUPERVISOR: T. CRAY	06/2024				
MANAGER:		NUM.	REVISION	BY	DATE

FED. AID No. --

PROJECT No. 1143406

MAINTENANCE DIVISION No. 3

TREVOR S. CRAY — STATE OF WASHINGTON — 18794 — REGISTERED PROFESSIONAL LAND SURVEYOR

6/5/24

KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR
68TH AVE S / S 124TH ST

RIGHT OF WAY PLANS

King County

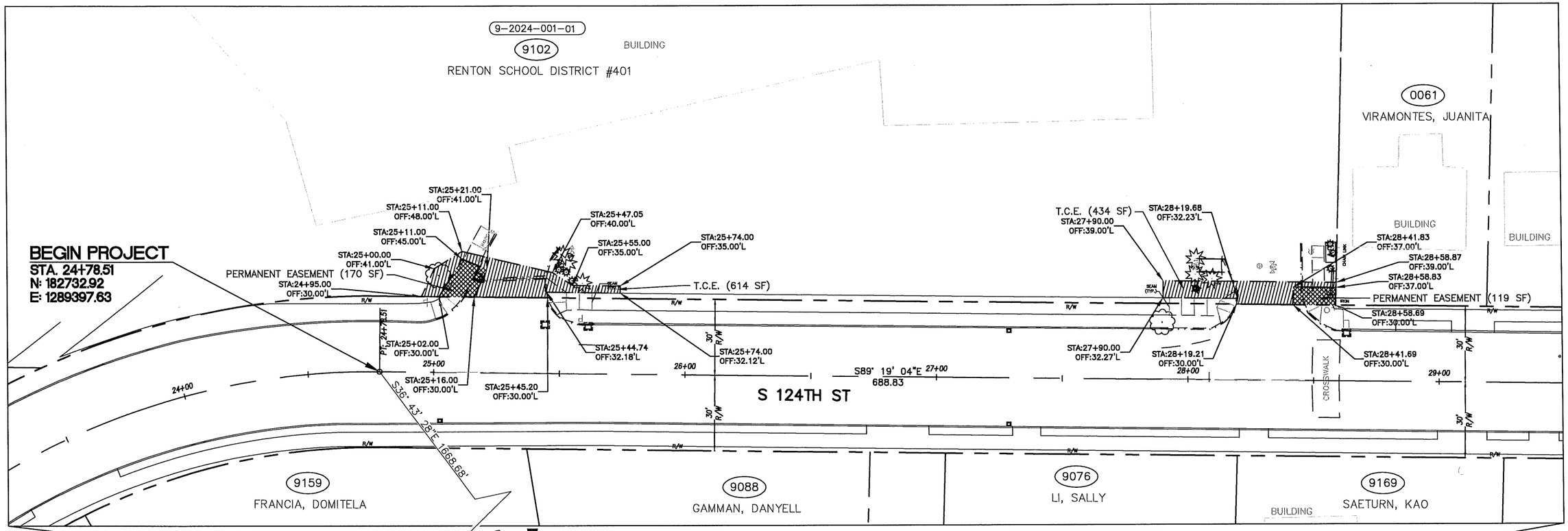
SHEET 1 OF 5 SHEETS

321-07 (1) R/W

ROW NUMBER	PARCEL NO.	PROPERTY OWNERS	TOTAL AREA SQ. FT.	DEEDED R/W SQ.FT.	REMAINDER SQ. FT.	PERMANENT EASEMENT SQ. FT.	T.C.E. SQ. FT.
9–2024–001–01	112304–9102	RENTON SCHOOL DISTRICT	172,497	0	172,497	170	614
9–2024–001–01	112304–9102	RENTON SCHOOL DISTRICT	172,497	0	172,497	119	434

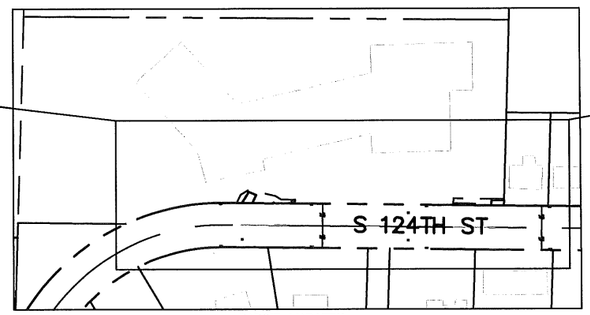
SEC. 11, T. 23 N., R. 4 E., W.M.

NE 4 SE 4



11 12
13 14

KCID#3443
N: 181395.44
E: 1290395.45
CONCRETE MONUMENT
W/ ⅜" BRASS PLUG
SET IN MONUMENT CASE
AT INTERSECTION OF
S. 128TH ST & 68TH AVE S



PARCEL MAP VIEW
SCALE 1" = 100'

LEGEND

- EX. RIGHT–OF–WAY LINE
- EX. PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- PROPOSED RIGHT–OF–WAY LINE
- RIGHT–OF–WAY CENTER LINE

20 10 0 20 40
SCALE IN FEET

MERIDIAN
W.S.L.G.N.Z.
NAD 83/91

DATUM

N.G.V.D. 88

811
Know what's below.
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SURVEY JOB NO: 23030	5/30/23	NUM.	REVISION	BY / DATE
CHECKED: T. CRAY	6/30/23			
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DESIGNED: C. KLINGELE	06/2024			
CHECKED: J. EVANS	06/2024			
SUPERVISOR: T. CRAY	06/2024			
MANAGER:				

FED. AID No. --

PROJECT No. 1143406

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6/5/24

KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR

68TH AVE S / S 124TH ST

W SCHOOL DWY & S 124TH ST
RIGHT–OF–WAY PLAN

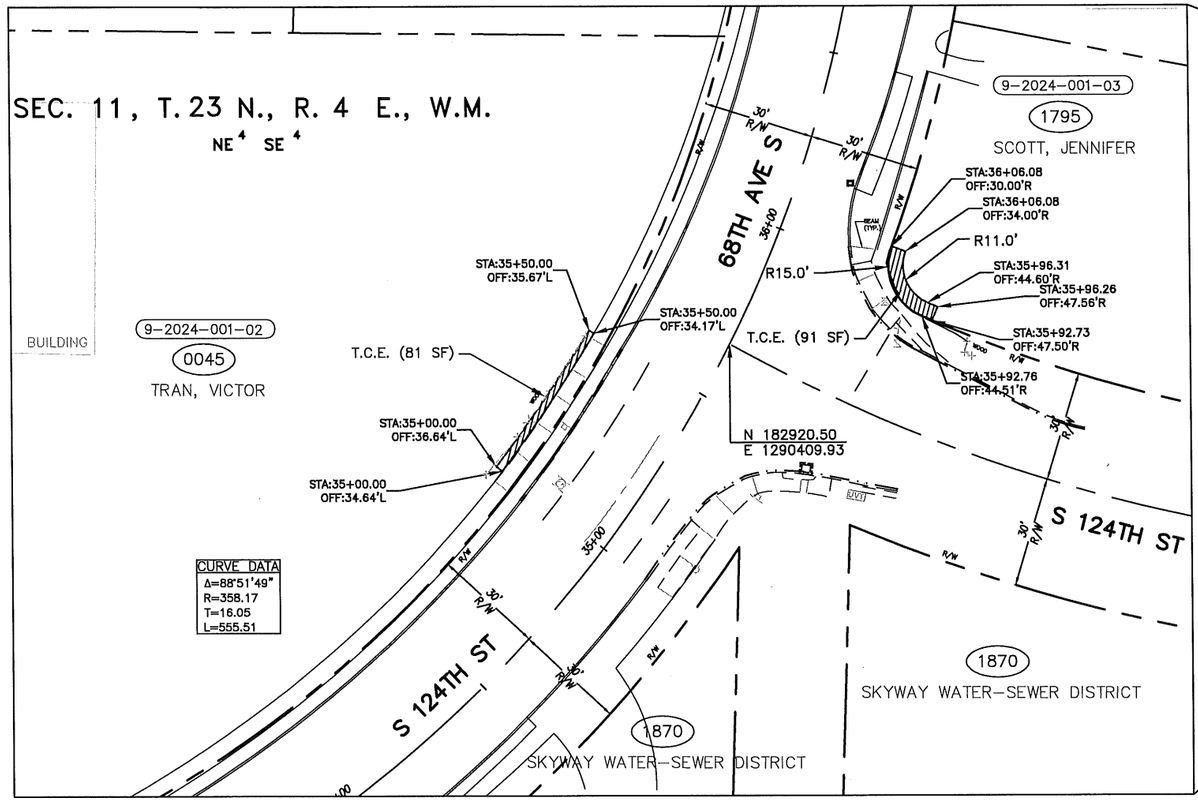
King County

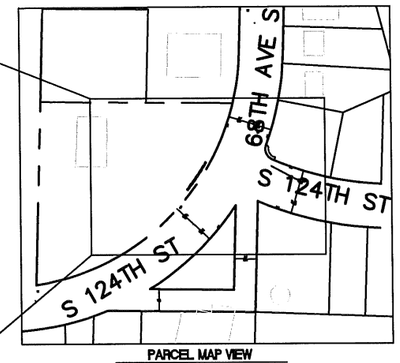
SHEET 2 OF 5 SHEETS

321-07 (2) R/W

G:\1143406-000_Ave S-G Circle 320\engineering\Design Work_CAD DESIGN\CIVIL DESIGN\CAD\ROW\11434_R2W.dwg, 12:19:04 PM, nMargie, ANSI full bleed D (22.00 x 34.00 Inches), 1:1

ROW NUMBER	PARCEL NO.	PROPERTY OWNERS	TOTAL AREA SQ. FT.	DEEDED R/W SQ.FT.	REMAINDER SQ. FT.	T.C.E. SQ. FT.
9–2024–001–02	094900–0045	TRAN, VICTOR	46,278	0	46,278	81
9–2024–001–03	781280–1795	SCOTT, JENNIFER	7,650	0	7,650	91





PARCEL MAP VIEW
SCALE 1" = 100'

20 10 0 20 40
SCALE IN FEET

LEGEND

- EX. RIGHT–OF–WAY LINE
- EX. PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- PROPOSED RIGHT–OF–WAY LINE
- RIGHT–OF–WAY CENTER LINE

MERIDIAN
W.S.L.G.N.Z.
NAD 83/91
DATUM
N.G.V.D. 88

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SUPERVISOR:	T. CRAY	06/2024				
MANAGER:						

FED. AID No. --

PROJECT No. 1143406

MAINTENANCE DIVISION No. 3

TREVOR S. CRAY
STATE OF WASHINGTON
36794
REGISTERED
PROFESSIONAL LAND SURVEYOR
8/5/24

KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR

68TH AVE S / S 124TH ST

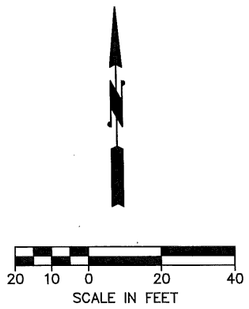
S 124TH ST & 68TH AVE S
RIGHT–OF–WAY PLAN

King County

SHEET 3 OF 5 SHEETS

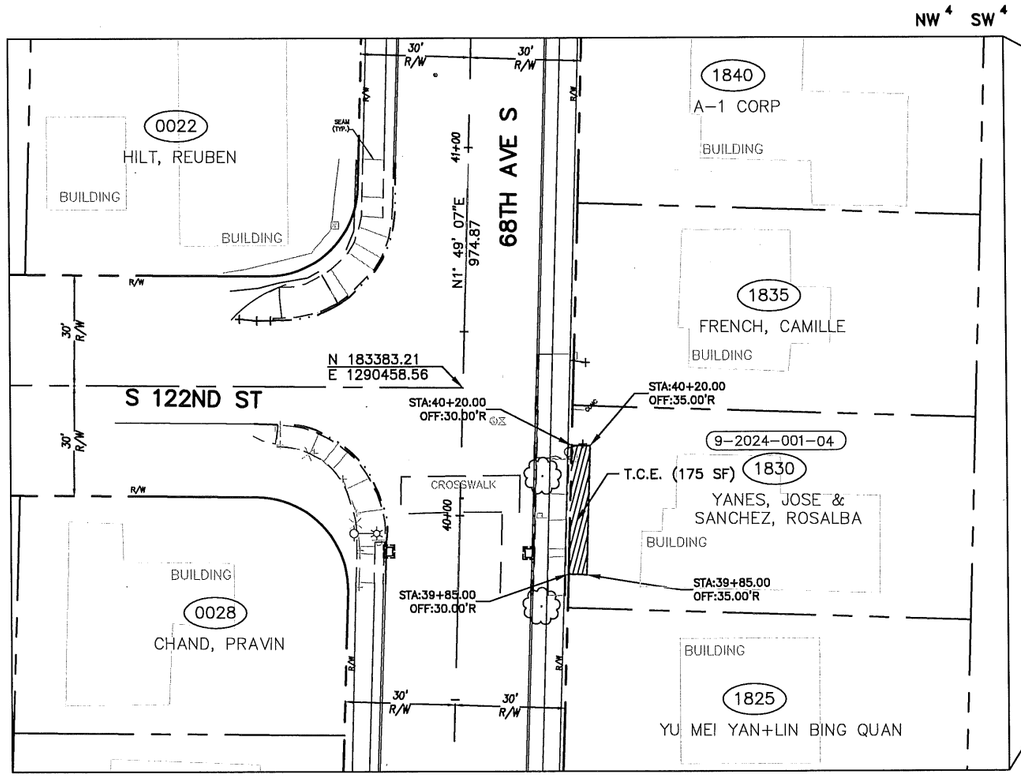
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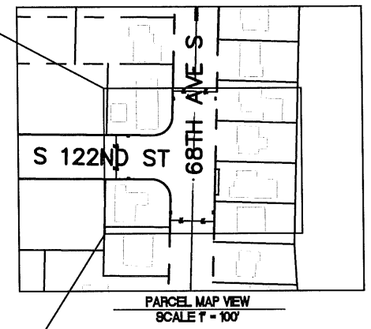
ROW NUMBER	PARCEL NO.	PROPERTY OWNERS	TOTAL AREA SQ. FT.	DEEDED R/W SQ.FT.	REMAINDER SQ. FT.	T.C.E. SQ. FT.
9–2024–001–04	781280–1830	YANES, JOSE & SANCHEZ, ROSALBA	6,050	0	6,050	175



SEC. 12 , T. 23 N., R. 4 E., W.M.

NW 4 SW 4





SEC. 11 , T. 23 N., R. 4 E., W.M.

NE 4 SE 4

LEGEND

- EX. RIGHT–OF–WAY LINE
- EX. PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
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MERIDIAN
W.S.L.G.N.Z.
NAD 83/91
DATUM
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MANAGER:		NUM.	REVISION	BY	DATE

FED. AID No. --

PROJECT No. 1143406

MAINTENANCE DIVISION No. 3

TREVOR S. CRAY — REGISTERED PROFESSIONAL LAND SURVEYOR — 16794 — STATE OF WASHINGTON

8/5/24

KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR

68TH AVE S / S 124TH ST

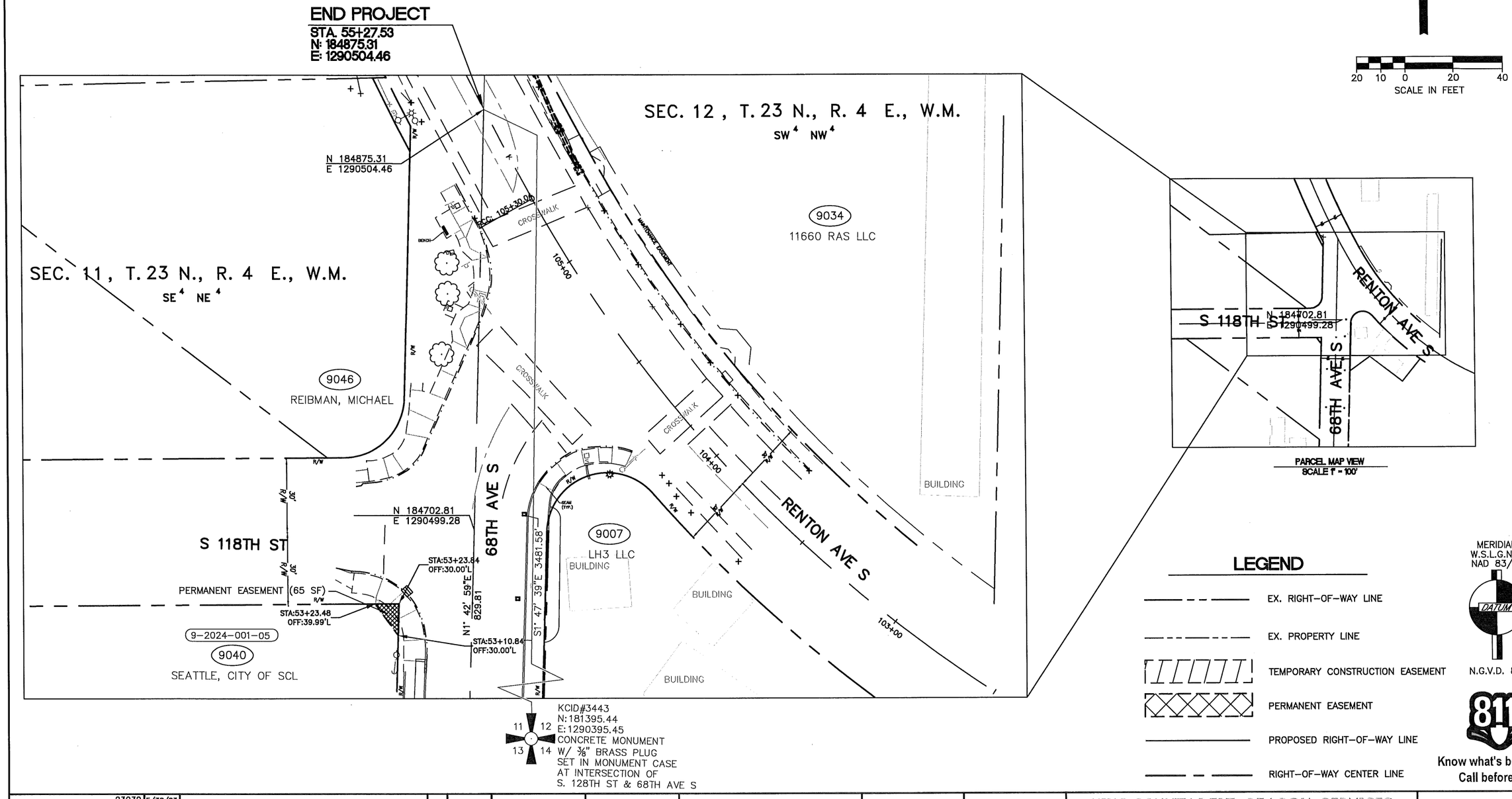
S 122ND ST & 68TH AVE S
RIGHT–OF–WAY PLAN

King County

SHEET 4 OF 5 SHEETS

321-07 (4) R/W

ROW NUMBER	PARCEL NO.	PROPERTY OWNERS	TOTAL AREA SQ. FT.	DEEDED R/W SQ.FT.	REMAINDER SQ. FT.	PERMANENT EASEMENT SQ. FT.
9–2024–001–05	112304–9040	SEATTLE, CITY OF SCL	343,599	0	343,599	65



PARCEL MAP VIEW
SCALE 1" = 100'

KCID#3443
N: 181395.44
E: 1290395.45
CONCRETE MONUMENT
W/ 3/8" BRASS PLUG
SET IN MONUMENT CASE
AT INTERSECTION OF
S. 128TH ST & 68TH AVE S

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- EX. RIGHT–OF–WAY LINE
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FED. AID No. --

PROJECT No. 1143406

MAINTENANCE DIVISION No. 3

TREVOR S. CRAY
STATE OF WASHINGTON
16794
REGISTERED
PROFESSIONAL LAND SURVEYOR
6/5/24

KING COUNTY DEPT. OF LOCAL SERVICES
DANIELLE DE CLERCQ, DIRECTOR

68TH AVE S / S 124TH ST

RENTON AVE S & 68TH AVE S
RIGHT–OF–WAY PLAN

King County

SHEET 5 OF 5 SHEETS

321-07 (5) R/W

File #: CB 121211, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to current use taxation; approving an application for classification of property located at 4807 SW 54th Street under the King County Public Benefit Rating System.

Recitals:

The King County Department of Natural Resources and Parks (DNRP) has forwarded an application to the City Council for classification under the King County Public Benefit Rating System (PBRS).

The PBRS is administered in accordance with Revised Code of Washington (RCW) 84.34.037, chapter 458-30 of the Washington Administrative Code, and chapter 20.36 of the King County Code providing for assessment practices to reflect current use of property, rather than “highest and best use,” as an incentive for property owners to maintain open space.

GROW has applied for PBRS rating for open space classification on property that it owns at 4807 SW 54th Street (E25CT021S).

GROW is an all-volunteer nonprofit organization that creates inclusive neighborhood gardening communities and has supported The City of Seattle (City) P-Patch program for almost 40 years.

RCW 84.34.037(1) states that an application for PBRS shall be acted upon after public hearings and

affirmative acts by the county and city legislative bodies affirming the entirety of an application without modification or both bodies affirm an application with identical modifications.

The City Council held a public hearing on the application on May 20, 2026.

The King County Hearing Examiner is scheduled to hold a public hearing to consider this application at its meeting on May 28, 2026.

If the King County Hearing Examiner recommends that the King County Council approve the application, the King County Council would likely consider this item for a vote soon thereafter. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. The City Council approves the following application for the Public Benefit Rating System subject to the conditions contained in the attached report:

E25CT021S: Application from GROW for property located at 4807 SW 54th Street for open space classification, approximately 5,700 square feet as described in Attachment 1 to this ordinance (i.e., the King County Department of Natural Resources and Parks report on application E25CT021S).

Section 2. This ordinance approving applications for current use taxation pursuant to chapter 84.34 RCW, and not subject to mayoral approval or disapproval, shall take effect 30 days from and after its passage by the City Council.

Attachment:

Attachment 1 - King County Department of Natural Resources and Parks report on application E25CT021S

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council

Attested on .

Scheereen Dedman, City Clerk

Seal

KING COUNTY
DEPARTMENT OF NATURAL RESOURCES AND PARKS
WATER AND LAND RESOURCES DIVISION

Report to the City of Seattle for
Property Enrollment in the Public Benefit Rating System (PBRS)

March 30, 2026

APPLICANT: GROW, Inc. **File No. E25CT021S**

A. GENERAL INFORMATION:

1. Owner: GROW, Inc. (represented by Eric Todderudd)
   PO Box 19748
   Seattle, WA 98109

2. Property location: 4807 SW 54th Street
   Seattle, WA 98116

3. Zoning: NR3

4. STR: NE-22-24-03

5. PBRS categories requested by applicant:

   Open space resource
   *Public recreation area

   Bonus category
   *Unlimited public access

   NOTE: *Staff recommends credit be awarded for these PBRS categories. Enrollment in PBRS for property within an incorporated area requires approval by impacted granting authorities following public hearing(s). For this application, the granting authorities are the King County Council and the City of Seattle. King County will hear this application on May 28, 2026.

6. Parcel: 515420-0055

Total acreage:	0.13
Requested PBRS:	0.13
Home site/excluded area:	0.00
Recommended PBRS:	**0.13**

NOTE: The portion recommended for enrollment in PBRS is the entire property. The attached 2023 aerial photo outlines the parcel in yellow. In the event the Assessor's official parcel size is revised, PBRS acreage should be administratively adjusted to reflect that change.

B. FACTS:

1. Zoning in the vicinity: Properties in the vicinity are zoned NR3.

2. Development of the subject property and resource characteristics of open space area: The property is a community garden (known as the Beyers' Bulldog Garden), and includes raised garden beds, fruit trees, greenhouse and a shed used to store equipment used to maintain the gardens. The open space area consists of the entire property.

3. Site use: The property is used as a community garden.

4. Access: The property is accessed from SW 54th Street.

5. Appraised value for 2025 (based on Assessor's information dated 3/17/2026):

Parcel #515420-0055	**Land**	Improvements	Total
Appraised value	**$502,000**	$0	$502,000
Tax applied	**$4,974**	$0	$4,974

NOTE: Participation in PBRS reduces the **appraised land value** for the **portion** of the property enrolled resulting in a lower taxable value.

C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its residents.

It is the intent of this chapter to implement chapter 84.34 RCW, as amended, by establishing procedures, rules and fees for considering applications for public benefit rating system assessed valuation on open space land and for current use assessment on farm and agricultural land as those lands are defined in RCW 84.34.020. Chapter 84.34 RCW, and the regulations adopted thereunder, govern matters not expressly covered in this chapter.

KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.

A. The definitions in this section apply throughout this section, as well as in K.C.C. 20.36.040 and K.C.C. 20.36.190, unless the context clearly requires otherwise.

B. To be eligible for open space classification under the public benefit rating system, a property shall contain one or more qualifying open space resources and have at least five points as determined under this section. The department shall review each application and recommend award of credit for current use of the property. In making the recommendation, the department shall utilize the point system described in subsections C. and D. of this section.

C. The following open space resources are each eligible for the points indicated:
1. Active trail linkage – fifteen or twenty-five points
2. Aquifer protection area – five points
3. Buffer to public or current use classified land – three points
4. Ecological enhancement land – eighteen points
5. Equestrian-pedestrian-bicycle trail linkage – thirty-five points
6. Farm and agricultural conservation land – five points
7. Forest stewardship land – five points
8. Historic landmark or archaeological site: buffer to a designated site – three points
9. Historic landmark or archaeological site: designated site – five points
10. Historic landmark or archaeological site: eligible site – three points
11. Public recreation area – five points
12. Rural open space – five points
13. Scenic resource, viewpoint, or view corridor – five points
14. Significant plant or ecological site –five points
15. Significant wildlife or fish habitat – five points
16. Special animal site – three points
17. Surface water quality buffer – five points, eight or ten total points
18. Urban open space – five points
19. Watershed protection area – five points

D. Property qualifying for an open space category in subsection B. of this section may receive credit for additional points as follows:
1. Conservation easement or historic preservation easement – eighteen points
2. Contiguous parcels under separate ownership – minimal two points
3. Easement and access – thirty-five points
4. Public access - points dependent on level of access
    a. Unlimited public access - five points
    b. Limited public access because of resource sensitivity - five points
    c. Seasonal limited public access - three points
    d. Environmental education access – three points
    e. None or members only – zero points

5. Resource restoration – five points

D. 2024 COMPREHENSIVE PLAN POLICIES AND TEXT:

E-102 In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment. Incentives should be monitored and periodically reviewed to determine their effectiveness at protecting and restoring natural resources.

NOTE: Monitoring of participating lands is the responsibility of both department PBRS staff and the landowner. This issue is addressed in the Resource Information document (page 4) and detailed below in Recommendation #B12 and 13.

E-105 The protection of lands where development would pose hazards to health and safety, property, important ecological functions, or environmental quality shall be achieved through acquisition, enhancement, incentive programs, and appropriate regulations. The foll owing critical areas and their buffers are particularly susceptible and shall be protected in King County:
a. Critical aquifer recharge areas;
b. Fish and wildlife habitat conservation areas;
c. Frequently flooded areas, regulated as flood hazard areas;
d. Geologically hazardous areas; and e. Wetlands.

E-323 King County should promote voluntary wildlife habitat enhancement projects by private individuals and businesses through educational, active stewardship, and incentive programs.

E-325 Through a coordinated approach of incentives and acquisitions, King County should prioritize, enhance, and protect a variety of ecosystems, including urban open space uplands, riparian areas, floodplains, and aquatic systems with the highest conservation value and those supporting equitable access to quality open space.

E-329 King County shall protect Species of Local Importance through measures such as regulations, incentives, capital projects, or purchase, as appropriate.

E-339 King County should seek to support Water Resource Inventory Area salmon recovery plan goals of maintaining intact natural landscapes through: a. Promoting Current Use Taxation and other incentives; b. Promoting stewardship programs including development and implementation of Forest Plans and Farm Plans; and c. Acquiring property or conservation easements in areas of high ecological importance with unique or otherwise significant habitat values.

NOTE: The implementation of an approved forest stewardship, farm management or ecological enhancement plan benefits natural resources, such as wildlife habitat,

stream buffers and groundwater protection, and can address invasive plant and noxious weed control and removal within enrolled portions of a property.

E-350 King County should provide incentives for landowners who are seeking to remove invasive plants and noxious weeds, such as providing technical assistance or access to native or climate-smart plants.

NOTE: Lands participating in PBRS provide valuable resource protection and promote the preservation or enhancement of native vegetation. Addressing nonnative vegetation (invasive plant species), through control and eradication is a PBRS requirement.

E-406 King County should identify upland areas of native vegetation that connect wetlands to upland habitats and that connect upland habitats to each other. The County should seek protection of these areas through acquisition, stewardship plans, and incentive programs such as the Public Benefit Rating System and the Transfer of Development Rights Program.

E-503 King County shall promote retention of forest cover and significant trees using a mix of regulations, incentives, and technical assistance.

R-206 King County shall prioritize conservation of forest land and forestry throughout the Rural Area. Landowner property tax incentives, technical assistance, permit assistance, regulatory actions, and community-based education shall be used throughout the Rural Area to sustain the forest land base and forestry activities. King County should ensure that its regulations, permitting processes, and incentive programs facilitate and encourage active forest management and implementation of forest stewardship plans.

R-775 King County shall provide incentives, educational programs, and other methods to encourage agricultural practices and technological improvements that maintain water quality, protect public health, protect fish and wildlife habitat, protect historic resources, maintain flood conveyance and storage, reduce greenhouse gas emissions, control noxious weeds, prevent erosion of valuable agricultural soils, and increase soil water holding capacity while maintaining the functions needed for agricultural production.

E. PBRS CATEGORIES REQUESTED and DEPARTMENT RECOMMENDATIONS:

Open space resource

- Public recreation area
  The property is used as a community gardening and recreational space. Gardeners actively use the p-patch and the general public may view and enjoy the garden and its grounds by walking through the property, with no barriers to access. Credit for this category is recommended.

Bonus category

- Unlimited public access
  The property is used as a community gardening and recreational space and the owner provides year-round and unlimited public access. Gardeners actively use the p-patch and the general public may view and enjoy the garden and its grounds by walking through the property, with no barriers to access. Credit for this category is recommended.

NOTE: It is important to note that enrollment in the PBRS program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B6.

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS:

1. Approval of the subject request would be consistent with the specific purpose and intent of KCC 20.36.010.
2. Approval of the subject request would be consistent with policy E-101 of the King County Comprehensive Plan.
3. Of the points recommended, the subject request meets the mandatory criteria of KCC 20.36.100 as indicated:

Open space resource	
Public recreation area	5
Bonus category	
Unlimited public access	5
TOTAL 10 points	

PUBLIC BENEFIT RATING
For the purpose of taxation, 10 points result in 50% of market value and a 50% reduction in taxable value for the portion of land enrolled.

B. RECOMMENDATION:

APPROVE the request for current use taxation "Open space" classification with a Public Benefit Rating of 10 points, subject to the following requirements:

Requirements for Property Participating in the
Public Benefit Rating System Current Use Assessment Program for Open Space

1. Compliance with these requirements is necessary for property participating ("Property") in King County's Public Benefit Rating System ("PBRS"), a current use assessment program for open space. Failure to abide by these requirements can result in removal of PBRS designation and subject Property owner ("Owner") to penalty, tax, and interest provisions of RCW 84.34. King County Department of Assessments ("DoA") and King County Water and Land Resources Division, Agriculture, Forestry, and Incentives Unit, PBRS Program or its successor ("PBRS Program") may re-evaluate Property to determine whether removal of PBRS designation is appropriate. Removal shall follow the process in Chapter 84.34 RCW, Chapter 458.30 WAC and Chapter 20.36 KCC.

2. Revisions to any of these requirements may only occur upon mutual written approval of Owner and granting authority. These conditions shall apply so long as Property retains its PBRS designation. If a conservation easement acceptable to and approved by City of Seattle and King County is granted by Owner in interest to Department of Natural Resources and Parks, King County or a grantee approved by King County, these requirements may be superseded by the terms of such easement, upon written approval by PBRS Program.

3. The PBRS designation for Property will continue so long as it meets the PBRS criteria for which it was approved. Classification as open space will be removed upon a determination by PBRS Program that Property no longer meets PBRS criteria for which it was approved. A change in circumstances, which diminishes the extent of public benefit from that approved by City of Seattle and King County Council in the open space taxation agreement, will be cause for removal of the PBRS designation. It is Owner's responsibility to notify DoA and PBRS Program of a change in Property circumstance, which may impact PBRS participation.

4. When a portion of Property is withdrawn or removed from the program, the remaining Property shall be re-evaluated by PBRS Program and DoA to determine whether it still meets the criteria for PBRS categories as approved.

5. Notwithstanding the provisions of Section 13, tree(s) posing a hazard to a structure, road or property access may be removed from Property, provided that Owner shall first notify the PBRS Program prior to taking such action. Native vegetation must be introduced for any tree(s) removed and must be planted within a reasonable location of where the tree(s) previously existed. It is Owner's responsibility to apply for and receive any necessary consent from applicable state and local governmental agencies for activities that may require a permit or approval.

6. If an area of Property becomes or has become infested with noxious weeds or non-native species, Owner may be required to submit a control and enhancement plan to

PBRS Program in order to remove such vegetation and, if necessary, replace with native vegetation.

7. If it is determined by PBRS Program that Property vegetation near structures is prone to wildland fire and poses a fire hazard, management activities as allowed under KCC 16.82.051 may be implemented as long as those activities do not cause significant adverse impact to the resource values of awarded PBRS categories. Prior to undertaking any wildfire risk reduction activities on Property, a summary of any proposed work must first be submitted to and approved by PBRS Program.

8. There shall be no motorized vehicle driving or parking allowed on Property, except for medical, public safety or police emergencies, or for an approved management activity (such as forestry, farm, or restoration activities) detailed in an approved plan.

9. Grazing of livestock is prohibited unless Property is receiving credit for the farm and agricultural conservation land or resource restoration PBRS categories. In those cases, grazing may occur in areas being farmed as defined in the approved farm management plan or to be restored as defined in the approved resource restoration plan.

10. Passive recreational use and maintenance of associated improvements shall be permitted on Property receiving credit for public recreation area, active trail linkage, equestrian-pedestrian-bicycle trail linkage, or public access PBRS categories. Those uses and associated maintenance are allowed as long as they do not conflict with restrictions imposed by any of the awarded PBRS categories.

11. Public access shall be permitted upon any area of Property that is designated for public access.

12. Owner of Property participating in PBRS may be required to submit a monitoring report on an annual or less frequent basis as requested by the PBRS Program. This report must include a brief description of how Property still qualifies for each awarded resource category. It must also include photographs from established points on Property and any observations by Owner. If requested, Owner must submit this report to the PBRS Program by email, through the PBRS monitoring form provided on the PBRS Program's website, or by other mutually agreed upon method annually by December 31 or as directed by the PBRS Program. An environmental consultant need not prepare this report.

13. No alteration of Property or resources shall occur without prior written approval (such as an approved plan) by PBRS Program, except for selective cutting for personal firewood, maintaining areas for approved passive recreational uses (such as walking or horseback riding trails) or for removal of non-native species. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject Owner to the additional tax, interest, and penalty provisions of RCW 84.34.080.** "Alteration" means any human-induced action that adversely impacts the existing condition of Property or resources including, but not limited to, the following:

a. erecting structures;
b. grading;
c. filling;
d. dredging;
e. channelizing;
f. modifying land or hydrology for surface water management purposes;
g. cutting, pruning, limbing or topping, clearing, mowing, or removing native vegetation;
h. introducing non-native species (as defined in KCC 21A.06.790);
i. applying herbicides or pesticides or any hazardous or toxic substance, without prior written approval;
j. discharging pollutants except for stormwater;
k. paving or application of gravel;
l. storing or dumping equipment, construction materials, garbage, vehicles, household supplies, or compost;
m. engaging in any other activity that adversely impacts existing native vegetation, hydrology, wildlife, wildlife habitat, or awarded program categories.

14. Participation in PBRS does not exempt Owner from obtaining any required permit or approval for activity or use on Property.

TRANSMITTED to the parties listed hereafter:

Eric Todderud, applicant representative
Karina Bull, Legislative Analyst, Seattle City Council, Central Staff
Elenore Bonyeau, King County Department of Assessments

COORDINATION AGREEMENT

for the Support and Development of the P-Patch Program between
The City of Seattle Department of Neighborhoods
And
GROW
Agreement Number: 25_013, AMENDMENT 1

This Coordination Agreement (Agreement) is entered into by and between The City of Seattle, acting through its Department of Neighborhoods (DON), and GROW, a Washington non-profit organization authorized to do business in the State of Washington.

Recitals

WHEREAS, GROW, formerly known as Friends of P-Patch, P-Patch Trust and originally as P-Patch Advisory Council, has been actively supporting the development of community gardens and working in collaboration with the City's P-Patch Program for almost 40 years; and

WHEREAS, with support from GROW, the City's P-Patch Program has successfully increased the number of community gardens located across Seattle; and

WHEREAS, with assistance from GROW, the City's P-Patch Program annually provides need-based plot fee assistance to hundreds of low-income gardeners; and

WHEREAS, DON presently leases ~~seven~~ **eight** properties from GROW for use as P-Patch community gardens; and

WHEREAS, DON and GROW collaborate on events, communications, programming and planning efforts designed to increase public access and involvement with the P-Patch Program; and

WHEREAS, both DON and GROW see benefits in memorializing the nature of their cooperative relationship and the roles and responsibilities for each in further supporting and developing the City's P-Patch Program; and

NOW, THEREFORE, for good and valuable consideration, DON and GROW agree as follows:

1. Term of Agreement
The term of this Agreement shall commence when fully executed by all parties and shall terminate no later than December 31, 2030 unless amended by written agreement or

terminated earlier under the termination provisions.

2. Roles and Responsibilities

DON manages the City's P-Patch Community Gardening Program and GROW has a long history of supporting the development of community gardens within the City. DON and GROW will be acting in their individual capacities, not as agents, employees, partners, joint ventures or associates of one another. General roles and responsibilities of the two parties are outlined below.

2.1 DON intends to:

A. Enter into leases with GROW for P-Patch community gardens on those properties owned by GROW as authorized by SMC 3.35.080;

B. Administer the P-Patch Program, including the development of application forms. issuance of permits, establishment of application and permit fees, and provision of fee assistance for eligible applicants for the use of community gardens, as authorized by SMC 3.35.060;

C. Accept donations from GROW in support of the P-Patch Program and direct the expenditure of such donations, as authorized by SMC 5.78. I80;

D. Provide support for the development and distribution of the P-Patch Post, a gardening newsletter, such support to be agreed upon in writing at the beginning of each calendar year by the parties;

E. With advice from the City's Risk Management office, assist GROW in the procurement of insurance for GROW's P-Patch community garden activities;

F. Provide support for the annual Harvest Banquet, such support to be agreed upon in writing at the beginning of each calendar year by the parties;

G. Provide DON staff representation at GROW monthly board meetings and other GROW sponsored events as needed; and

H. Provide additional support as the parties from time to time may mutually agree upon in writing.

2.2 GROW intends to:

A. Lease its properties, presently ~~seven~~ **eight**, to DON for use as community gardens in the P-Patch Program;

B. Develop and publish the P-Patch Post and include at least one discount coupon to area gardening stores for each calendar year;

C. Provide donations to DON to supplement City support for those participating in the P-Patch Program needing assistance in paying plot fees;

D. Procure insurance; providing that GROW undertakes no obligation with

respect to the adequacy of such insurance to satisfy reasonably foreseeable liabilities.

E. Serve as fiscal sponsor for GROW project participants as needed;
F. Provide workshops, training, and forums for community garden participants and site leaders; and
G. Provide additional support as the parties from time to time may mutually agree upon in writing.

3. Nondiscrimination

The parties agree to comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to SMC Chapters 14.04, 14.IO, and 20.42, as they may be amended from time to time, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be grounds for termination of this Agreement.

4. Dispute Resolution

Any disputes or misunderstandings that may arise under this Agreement shall first be resolved through amicable negotiations, if possible, between the Director of DON and the President of the GROW Board of Trustees. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. However, neither side shall be liable to the other for any unforeseeable damages. Any and all such dispute resolution processes shall take place within the State of Washington.

5. Termination

Either party may terminate this Agreement without recourse where either party determines that its participation w1der the terms of this Agreement no longer meets its needs or expectations. Termination will become effective after five business day following written notice to the other party.

6. Compliance with Law

Both parties will comply with all applicable laws of the United States and the State of Washington, the Charter, Municipal Code, and ordinances of The City of Seattle, and all applicable rules, regulations, orders, and directives of their administrative agencies and officers.

7. Applicable Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to enforce the terms of

this Agreement shall be in the Superior Court of King County.

8. Entire Agreement

This Agreement constitutes all the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of GROW prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and mutual benefits contained herein, the parties have executed this Agreement by having their representatives affix their signatures below.

Sam Read (01/20/2026 11:57:16 PST)	01/20/2026	Kristin Parker (01/18/2026 11:15:35 PST)	01/18/2026
Signature	Date	Signature	Date
Sam Read, Deputy Director Dept of Neighborhoods		Kristin Parker, President GROW	

Recording requested by and when
recorded mail to:
P-Patch Program
Seattle Department of Neighborhoods
P.O. Box 94649
Seattle, WA 98124-4649

LEASE—Beyers' Bulldog Garden

Reference numbers of related documents: NOT APPLICABLE

Grantor(s): GROW

Grantee: THE CITY OF SEATTLE

Legal Description (abbreviated): Lot 13, MARINE VISTA ADDITION TO THE CITY OF SEATTLE, per plat thereof recorded in Volume 30 of plats, Page 16, records of King County, Washington.

Assessor's Property Tax Parcel Account Number(s): 515420-0055

THIS LEASE is made between **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, its successors and assigns (called the "City" herein) as lessee and **GROW**, formerly known as P-PATCH TRUST, a Washington non-profit corporation (called the "Lessor" herein), as Lessor.

PREMISES AND LEASE TERM

Lessor hereby leases to the City, and the City hereby leases from Lessor, certain unimproved land at 4807 54th Avenue SW, Seattle, WA 98116 described as follows("Premises"):

> Lot 13, MARINE VISTA ADDITION TO THE CITY OF SEATTLE, per plat thereof recorded in Volume 30 of plats, Page 16, records of King County, Washington.

for a term commencing on January 1, 2025 and ending December 31, 2030.

The City and its designees shall have the right to enter the Premises prior to commencement of the Lease for any surveys, inspections and tests desired by the City, at the City's own risk and expense. The City shall have the option to renew this lease for an additional three years on the same terms and conditions, by giving written notice of renewal to Lessor at any time up to thirty days before the expiration of the initial term. The City shall have the right, by giving ninety days' advance written notice to Lessor, to terminate this lease at any time.

RENT

The City shall upon execution of this lease by both parties and receipt of invoice in form acceptable to the City, pay the Lessor the sum of two hundred ($200.00) dollars per year. Invoices for each year will be sent to the City in December of the prior year and payments will be made within thirty (30)days.

POSSESSION; USE; CONDITION OF PREMISES

On the commencement date stated above the City shall be entitled to possession of the Premises in substantially the same condition as on the date of Lessor's signature on this lease, except as it may be modified by the City if the City is in possession under a prior lease. The Premises shall be used as a garden to be cultivated, in connection with the City's P-Patch community garden program, for recreational, educational, and open space purposes. The educational use of the Premises shall include, but not be limited to, teaching gardeners and the public about, and to employ, organic gardening principles, and sustainable organic composting and soil building practices. The City shall have the right to grade and fill the Premises as it shall deem appropriate for garden use, and to remove or alter any trees, shrubs and obstructions in order to facilitate such use. At the conclusion of the lease term the City shall restore the Premises to a neat and clean condition, removing all residue and materials resulting from the City's use, except that the City shall not be required to remove clean topsoil provided by the City at the conclusion. Any objection by Lessor to the condition of the Property shall be made by written notice to the City within thirty days after the termination of this lease, or shall be deemed waived for all purposes.

IMPROVEMENTS; SIGNS

The City and users of the Premises authorized by the City shall have the right to install improvements, including one or more sheds or structures accessory to the use authorized above, and shall have the right to remove at any time during the lease term any improvements that they may install, or that they may have installed during the term of a prior lease to the City. The City shall have the right to install signs related to the P-Patch program. Such improvements and signs shall not become the property of the Lessor, whether or not affixed to the Premises. At the conclusion of the lease term the City shall remove all improvements and signs installed during the lease term or during the term of any prior lease to the City or may leave improvements on site if agreed to in writing by both parties.

LIABILITY

The City shall defend, indemnify and hold the Lessor harmless from and against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage, if the liabilities, damages, costs and expenses arise from claims for injuries or damage to persons or property occurring on the Premises during the term

of this lease that are caused by the fault or negligence of the City, its employees, its agents or others who use the Premises during the lease, except to the extent that any fault or negligence of Lessor or persons related to Lessor contributes to causing such injuries or damage. The liability of the City under this Section is limited to the appropriations available for payment thereof, not otherwise committed or encumbered, in effect at the time a claim is made, plus any further appropriation that may later be made for the payment thereof. Lessor shall defend, indemnify and hold the City and its officials, employees, and volunteers harmless from and against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage, if the liabilities, damages, costs and expenses arise from claims for injuries or damage to persons or property occurring on the Premises that are caused by the fault or negligence of the Lessor or any persons related to Lessor, except to the extent that any fault or negligence of the City, its employees, agents or others who use the Premises during the lease term and are not persons related to Lessor shall have contributed to causing such injuries or damage. For purposes of this section, " persons related to Lessor" are (a) any members of the household or family of any Lessor that is a natural person; (b) any officers, directors, trustees, partners, employees, agents, members, volunteers, invitees or contractors of any Lessor; (c) any officers, employees, subcontractors or agents of any contractor that is a person related to Lessor; and (d)if the Premises are owned in trust, all trustees and beneficiaries of the trust. Nothing herein shall be construed to create any duty of the City or Lessor to any third party. The provisions of this Section shall survive expiration or termination of this Lease.

UTILITIES

The City shall pay water costs for the Premises. Lessor shall pay all real estate taxes, assessments and any other utility charges, but shall not be required to provide any utilities. Any water meter installed and paid for by the City during the term of this Lease or any prior lease to the City will remain the property of the City.

LESSOR'S ADDRESS

Written notices and rental payments shall be made to the Lessor at the following address: P.O. Box I9748, Seattle, WA 98109, or such other address as the Lessor shall provide to the City by written notice.

CITY'S ADDRESS

Written notices, requests and grievances, and any other inquiry to the City shall be made to: Department of Neighborhoods, P-Patch Program, P.O. Box 94649, Seattle, WA 98124-4649, or such other address as the City shall provide to the Lessor by written notice.

ENTIRE AGREEMENT, MODIFICATIONS

This lease contains the entire agreement of the parties regarding the leasing of the Premises and supersedes any other understandings or agreements, written or oral, except that any lease of the Property to the City that is in effect when this Lease is signed shall not be superseded until the commencement date of this Lease. No modification or addition to this Lease shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Lessor and the City have executed this lease agreement.

LESSOR: GROW

Kristin Parker 01/18/2026

Kristin Parker (01/18/2026 11:15:35 PST)

Signature

Kristin Parker, President

GROW

THE CITY OF SEATTLE

01/20/2026

Sam Read (01/20/2026 11:57:16 PST)

Signature

Sam Read, Deputy Director

Department of Neighborhoods

Summary and Fiscal Note

1. Legislation Summary

Department: LEG

Title: An ordinance relating to current use taxation; approving an application for classification of property located at 4807 SW 54th Street under the King County Public Benefit Rating System.

Background: This legislation would approve an application for current use taxation under the King County Public Benefit Rating System (PBRS) pursuant to the Revised Code of Washington (RCW) Chapter 84.34.

The application is from GROW for a 5,700 square foot (0.13 acre) property located at 4807 SW 54th Street.[1] The entire space is a community garden included in the City's P-Patch program (i.e., Beyer's Bulldog Garden P-Patch).

The current use taxation program provides an incentive for property owners to voluntarily maintain open space on private land by taxing the property at a lower rate based on its current use, rather than its potential value if developed for the most profitable use (e.g., residential or commercial purposes).

For enrollment in the program, the application must be approved by both City of Seattle and King County legislative authorities. The King County Hearing Examiner is scheduled to hold a public hearing on the application on May 28. If the King County

[1] Clerk File 323743 contains the application and the corresponding King County Report to City of Seattle that recommends approval of the application. <https://clerk.seattle.gov/search/clerk-files/323743>

Hearing Examiner recommends approval of the application, the County Council may vote on legislation to approve it at a separate meeting soon thereafter.

Summary Attachments: N/A.

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

a. CIP Project Name:
b. Master Project ID:
c. Project Location:
d. Start Date:
e. End Date:
f. Total Project Cost Through 2030:

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

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4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

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

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

The legislation would shift the tax burden from this property to other properties in Seattle. The effect on any particular property would be minimal. Reducing the property tax burden for GROW would help to maintain this property as publicly accessible open space over the long-term for all users, including vulnerable or historically disadvantaged communities.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation. N/A.

3. What is the Language Access Plan for communicating with the public about this legislation?

Implementation of the PBRS program is a King County function and any Language Access Plan would be undertaken by King County.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer. No anticipated impacts to carbon emissions.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact. The PBRS is a King County program authorized by state law that incentivizes property owners to maintain their property as long-term open spaces, helping to increase Washington's resiliency. Maintaining open space, including small pockets such as this parcel owned by GROW, can help

make Seattle more adaptable to climate change by mitigating urban heat island effects, improving stormwater management, and protecting natural resources.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress? N/A.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization? N/A.

File #: CB 121212, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with The Madison Park Cooperative Preschool to operate and provide management of the Madison Beach Park Bathhouse located at 1900 43rd Ave East.

Recitals:

Madison Beach Park Bathhouse is a City-owned public facility operated by Seattle Parks and Recreation (SPR).

SPR issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Madison Beach Park Bathhouse for early childhood education operations from community organizations and businesses.

The Madison Park Cooperative Preschool (MPCP), a Washington State non-profit corporation, was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, MPCP.

MPCP provides cooperative preschool programs for children and community events.

MPCP's programs support early childhood education and provide public benefits that align with SPR's commitment to provide affordable opportunities to the public.

The programs offered by MPCP are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. The Superintendent of Seattle Parks and Recreation (Superintendent), or their designee is authorized to execute for and on behalf of the City a Contract for the Operation and Use, substantially in the form of the Agreement between Seattle Parks and Recreation and The Madison Park Cooperative Preschool which is attached to this ordinance as Attachment 1 (Agreement).

Attachments:

Attachment 1 - Madison Beach Park Bathhouse Preschool Contract

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

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

OPERATIONS & USE CONTRACT

MADISON BEACH PARK BATHHOUSE

BETWEEN

THE CITY OF SEATTLE, PARKS AND RECREATION

AND

MADISON PARK COOPERATIVE PRESCHOOL

Contract ID: PR0PC25-1527

THIS Operations and Use Contract ("Contract") is entered into between the City of Seattle ("City") operating by and through the Seattle Parks and Recreation ("SPR") Department and the Superintendent ("Superintendent") and The Madison Park Cooperative Preschool ("Contractor") a Washington not-for-profit cooperation organized under the laws of the State of Washington.

RECITALS:

Madison Beach Park Bathhouse is a City-owned public facility operated by Seattle Parks and Recreation (SPR).

SPR issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Madison Beach Park Bathhouse for early childhood education operations from community organizations and businesses.

The Madison Park Cooperative Preschool was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, The Madison Park Cooperative Preschool.

The Madison Park Cooperative Preschool is a Washington State nonprofit corporation providing cooperative preschool programs for children and community events.

The Madison Park Cooperative Preschool's programs support early childhood education and provide public benefits that align with SPR's commitment to provide affordable opportunities to the public.

The programs offered by The Madison Park Cooperative Preschool are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children.

In Consideration of the mutual covenants contained herein, City and Contractor covenant and agree as follows:

Article 1. DEFINITIONS

The following terms shall have the following meanings, except as otherwise specifically modified in this Contract:

1.1 "Premises" is defined for purposes of this Agreement as the interior space of Madison Beach Park Bathhouse located at 1900 43rd Ave East, Seattle, WA 98112, situated on real property described on Exhibit A (the "Property").

1.2 "Execution Date" means the date on which this Contract is signed by both parties.

1.3 "Expiration Date" means the date the Contract expires, unless amended.

1.4 "Superintendent" means the City's Superintendent of Seattle Parks and Recreation or their designee.

1.5 "Contract " means this Agreement, including all exhibits, attachments and addenda appended hereto, as now existing or hereinafter amended.

1.6 "City" means the City of Seattle

1.7 "SPR" means the City of Seattle's Parks and Recreation department.

1.8 "Public Benefit" means the programs and services to be provided by the Contractor in exchange for an offset of use fees. Public Benefits can include but are not limited to fee discounts, scholarships, programming and stewardship activities. A Public Benefit may also be Community Programming if approved by the Superintendent.

1.9 "Public Benefit Report" means the document to be drafted by the Contractor and delivered to SPR identifying and quantifying delivered public benefit programming. The Public Benefit Report will be on the form attached as Exhibit D in this Agreement.

1.10 "Public Benefit Offset" means credits for services provided by the Contractor, in particular, the provision of Community Programming and building maintenance as described in Article 5.

Article 2. TERM OF AGREEMENT

The term of this Agreement shall start upon execution and expires ten years from the execution date unless amended by both parties or terminated based on the requirements stated in this contract.

Article 3. PREMISES

3.1 Grant. The City hereby grants the right to the Contractor to Operate and Use the Madison Beach Park Bathhouse, those certain premises referenced in Subsection 1.1 ("Premises"), which are located on the real property described on Exhibit A ("Property"). The Contractor shall have the use of the Premises year-round, January through June for school year programming, July through August for summer programming, and September through December for school year programming. The City will not permit the

use of the Premises to any other group at any time except for the grandfathered group, Sun of Madison, that uses the Bathhouse on Sundays, from 9:30AM to 11:30AM weekly. SPR's Beach Lifeguard Aquatic station is within the building, but outside the premises, facing the lake. The Contractor has no responsibility for the Lifeguard Aquatic station on the Premises.

3.2 Condition. The City allows the Use of the Premises, and the Contractor accepts the Premises in their "as is" condition.

3.3 Permitted Use. Contractor shall use the Premises for operating a cooperative preschool and for all necessary and related activities. With permission from SPR, as described in Article 8, the Contractor is also allowed to use the Premises for community events and community meetings and is responsible for the property at all times regardless of who is utilizing the Premises except in relation to the grandfathered group who utilizes the space as identified in Section 3.1.

3.4 Common Areas. During the Term, the Contractor and its licensees, invitees, and customers shall have the non-exclusive right to use the outdoor restrooms and other public areas of the Premises ("Common Areas") in common with the general public.

Article 4. PAYMENTS TO CITY

4.1 Use Fee, Utility Charge, Leasehold Tax Due Date. Commencing on the Execution Date the Contractor shall pay to the City at the address and to the account specified by the City, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States (a) the monthly amount of the Use Fee, Utility Charges, and, if applicable, Leasehold Excise Tax specified in Subsection 4.3 is due on the twentieth (20) day of each month. Any Additional Charges are due to the city within twenty (20) days after written notice. Use Fee and, if appropriate, as reasonably determined by the City,

Additional Charges shall be prorated on a daily basis for any partial month within the Contract Term and shall be paid upon the end of the first month or Contract Expiration date.

4.2 City Payment Locations. Use Fee, Utility Charges, and Leasehold Excise Tax (if applicable) can be paid to the City at the address shown below, or to such place as SPR may hereafter designate. Payments must include the invoice number and Customer number to be accurately applied to the correct account.

If Mailed:

City of Seattle

Treasury Department Accounts Receivable

PO Box 94626

Seattle WA 98124-6926

Contractor may also pay in person at:

Seattle Municipal Tower

700 Fifth Ave, Fourth Floor

Seattle, WA, 98104

4.3 Use Fee Amounts. Use Fee amounts are scheduled as indicated in this Section.

Contract Years are based on the Execution date of this Contract.

Contract Year	Use Fee in Cash (Monthly)	Public Benefit Due (Monthly)	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Use Fee & Public Benefit	2-year total

Years 1&2	$900	$800	$10,800	$9,600	$20,400	$40,800
Years 3&4	$1,050	$900	$12,600	$10,800	$23,400	$46,800
Years 5&6	$1,200	$1,000	$14,400	$12,000	$26,400	$52,800
Years 7&8	$1,400	$1,200	$16,800	$14,400	$31,200	$62,400
Years 9&10	$1,600	$1,400	$19,200	$16,800	$36,000	$72,000
-	-	-	-	-	Total:	$274,800

The 10-year contract value is $274,800 (Two hundred seventy-four thousand, eight hundred dollars). If the contract is extended for any reason beyond year ten (10) the Use Fee will remain at year nine and ten Use Fee and Public Benefit Fee as indicated in the table above. Year one starts on day one of the contract execution date and is in effect for 12 months.

4.4 Late and Refused Payments. In the event the Contractor fails to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of one percent (1%) per billing cycle from the date due until the date paid. Additionally, the bank fee charge shall be paid by the Contractor to the City for each check refused payment for insufficient funds or any other reason. If any of the fees or charges change, SPR shall provide a written explanation to the Contractor of the amount by which such fees and charges have changed.

Article 5. PUBLIC BENEFITS

5.1. Public Benefits Offset. The Contractor shall submit a Public Benefits Plan by August 1 annually ("Plan") for each year of the Contract. The Plan will be set out on the form provided in Exhibit D or another form provided by or approved by the Superintendent. The Plan will set out Contractor's plan to publicize and provide Public Benefits and programming, as well as the estimated Public Benefits Program Credit to be earned by each of these activities. In calculating the value of the expected Public Benefits Program Credit, the Contractor may consider the value of programming, scholarships, stewardship activities, capital improvements, and volunteer hours provided to the community and approved by SPR. The Plan will contain enough information for the Superintendent to confirm that the proposed programming is consistent with Contract goals and City policy and to verify the dollar value of any Public Benefits Program Credits to be earned by delivery of Public Benefits. The Superintendent, or designee, acting reasonably, shall approve or revise the Contractor's Public Benefits Program Credit calculation following receipt of the Plan.

5.2 Public Benefits Report. The Public Benefits Report ("Report") will be due from the Contractor no later than September 30th, annually. The Report shall be submitted along with the documentation necessary to demonstrate to the Superintendent's reasonable satisfaction that the Contractor provided all Public Benefits described in the Plan for the year. The documentation shall consist of, but not be limited to, a Report (Exhibit D), which will detail total hours of programming, public service hours, number and amount of scholarships, free services and values for all of the above, demographics of clients, academic impact analysis, and total number of low income and diverse populations served, and other permitted uses, dates, identification of the user/groups, and purposes for non-programming uses. The information provided must

show how all elements of the report directly impact community, how the financials are determined, and any additional information as requested to show that the reported activities are true Public Benefits and support the needs of the community. Additional organizational brochures and pamphlets should be submitted with the report.

The Contractor will include in the Report a calculation of Public Benefits Program Credits ("Credits") earned by the Contractor through reported public benefit programming and activities. This calculation will be made using the value of the Contractor's fee discounts, scholarships, programming, capital programming, and stewardship activities based on the estimated values set out in the Plan. If the Contractor seeks credit for any activity not set out in the Plan or that differs from the estimated value in the Plan, the Contractor will provide a written explanation why the claimed Credits should be available for that activity. The Superintendent will verify the availability and amount of Credits earned and make any credits earned adjustment as may be required in the Superintendent's reasonable discretion. If the Superintendent adjusts the Credits available from the amount claimed by the Contractor, the Superintendent will notify the Contractor of this adjustment and provide the Contractor an opportunity to clarify or explain the amount of the Credits claimed. The Superintendent's determination of the value of Credits will be final and binding.

Contractor is required to meet the minimum Public Benefits amount annually as identified in Article 4, Subsection 4.3. If the Contractor surpasses the required annual amount in any year during the term, that additional amount will be credited to the ten (10) year Public Benefits requirement. If the Contractor is unable to meet the required amount and a credit is held from a previous year within this contract Term that amount will be applied to cover the shortage. If they are unable to meet the required Public Benefits within the ten (10) year term a cash payment will be made by the Contractor

to meet the shortage at the end of the contract. Any amount provided by the Contractor above the minimum amount by the end of the Contract will be retained by the City to support the full Fair Market Rent not charged to the Contractor. No amount of funds provided in Public Benefits in excess of the minimum required for the Contract Term will be paid by the City to the Contractor or be exchanged for payment of rent or for any Additional Fees or charges.

5.3. City Approval. If the Superintendent or designee cannot determine the benefits or value of Public Benefits set out in either the Plan or Report, Superintendent may request additional information or documentation within ten (10) days of receipt. The Contractor will provide any requested information or documentation within ten (10) days of receiving Superintendent's request. Failure to provide agreed Public Benefits set out in the Plan will be a breach of this Agreement in addition to making specified Credits unavailable as an offset against Use Fees.

5.4 Regular Review. The Contractor and City will review the Plan on a regular basis to determine if changes need to be made to the Plan based on community need, program need, City requirements, or global changes and needs. Plan changes will be agreed upon by both parties, captured in an official business letter, signed by both parties, and implemented in the annual Plan submitted to the City.

Article 6. TAXES

6.1. Taxes. If applicable, the Contractor shall pay to SPR monthly whatever Leasehold Excise Tax is assessed pursuant to Chapter 82.29A RCW as a requirement of the Contractor's use and occupancy of the Premises under this Agreement. In addition, the Contractor shall pay before their delinquency, all other taxes that may be due and

payable with respect to property owned by and the activities of Contractor on the Premises to the extent failure to do so could result in a lien against the Premises.

6.2. Offset Inapplicable to Taxes. The reduction and offsetting of any Use Fee pursuant to Article 5 hereof shall have no effect on the amount of any Leasehold Excise Tax due and payable to the City or any other tax obligation of the Contractor. Unless the Contractor is exempt from the payment of Leasehold Excise Taxes, all such taxes are required.

Article 7. UTILITIES

7.1 Utility Charges. Commencing on the Execution Date, the Contractor shall pay to the City a monthly Additional Utility Charge of $150.00 (one hundred fifty dollars) for Contractor's use of utilities at the Premises, including but not limited to, electricity, water, and sewer. The Additional Utility Charge is payable at the same time and in the same manner as the Use Fee as indicated in Article 4.

7.2 Telecommunications and Data. The Contractor is responsible for any telephone or internet access required for their operations. No alterations or installation of services will be made to the structure of the facility without prior permission from SPR.

7.3. Refuse Collection, Recycling of Waste Materials. The Contractor shall provide all necessary housekeeping and janitorial services for the Premises to a level consistent with other similar SPR facilities and operations and to the Superintendent's reasonable satisfaction. The Contractor shall be responsible for proper storage and removal of trash, litter pickup, and recycling consistent with City standards.

7.4. Interruption. The City shall not be liable for any loss, injury, or damage to person or property caused by or resulting from any variation, interruption, or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to

make any repairs or perform any maintenance, unless the same is attributed to SPR's gross negligence. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of the Contractor or to relieve the Contractor from any obligations hereunder or to give the Contractor a right of action against the City for damages. Contractor acknowledges its understanding that there may be City-planned utility outages affecting the Premises and that such outages may interfere, from time to time, with Contractor's use of the Premises. The City has no obligation to provide emergency or backup power to the Contractor. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of the Contractor. If utilities are interrupted at the Premises so as to render them unfit for their permitted uses, then the Use Fee for the year shall be abated for the duration of the disruption in the proportion that the number of days of the disruption bears to the number of days of the year.

Article 8. CONTRACTOR'S OPERATIONS

The Contractor must use the Premises to conduct Early Childhood Education (ECE) programming for children. The Premises may also be minimally used for community events and activities, and meetings for the programs and/or the community. If the Contractor chooses to allow other community groups to use the facility outside of their program hours, they are required to always have a representative of the program on site during use by another community group with the exception of the grandfathered group, Sun of Madison, which is not the responsibility of the preschool, but rather is the responsibility of the City. The Contractor can require reasonable payment for use of the space; however, all funds received must be used to support the Cooperative Preschool

programming or community activities provided at no cost. The Contractor is responsible for any damage or destruction done to the premises by any outside user of the Premises.

Contractor shall use the Premises only for the permitted use as above and more fully described below. As City's willingness to enter into this Contract with the Contractor was predicated, in part, on the nature of the Contractor's business, and the compatibility of such business with the Building, Contractor shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without City's prior written consent. The Contractor shall promptly comply, at its sole cost and expense, with such reasonable rules and regulations relating to the use of the Premises and Common Areas as City, from time to time, may promulgate. Any newly promulgated rules and regulations shall not materially interfere with the Contractor's business for the Permitted Use nor shall such rules and regulations restrict the Contractor's rights or increase its obligations hereunder. In the event of any conflict between the rules and regulations promulgated by the City and the terms of this Contract, the term of this Contract shall prevail.

The Contractor shall maintain the Premises in a clean orderly and neat fashion and to set a standard established for other similar SPR properties, permitting no objectionable odors to be emitted from the Premises and shall neither commit waste nor permit any waste to be committed thereon. Contractor shall not permit any accumulation of trash on or about the Premises. Contractor shall not create or contribute to the creation of a nuisance in the Premises and Contractor shall not engage in or permit any action that will disturb the quiet enjoyment of any other occupant in the Building.

Article 9 CONTRACTORS HOURS OF OPERATIONS

9.1 School Year and Summer Programs. The Contractor will be conducting programming during both the school year and summer months providing preschool opportunities, family events, community meetings, and other options as agreed upon with the Superintendent or designee. Annually, by August 31, the Contractor will submit the hours of operations and program timing to SPR for the school year and by June 1, for summer programming. Preschool operations are permitted to take breaks from programming in alignment with other school operations.

9.2 Closures. Subject to the Superintendent's prior approval, the Contractor may close the Premises or a portion thereof for a determined amount of time for repairs or any approved remodeling with a minimum of one week's prior notice to families and program participants. The Contractor shall close to accommodate reasonable operational requirements of City's business, upon thirty (30) days prior written notice to the Contractor, and the Contractor shall immediately close in the case of any emergency as determined by the Superintendent; provided, however, that if the Contractor closes pursuant to this sentence at the direction of the City, and if the Contractor remains closed at the direction of the City for more than three (3) days, then the Contractor's Use Fee and Additional Charges shall be prorated for the duration of the closure in the proportion that the number of days of the closure bears to the number of days in the month. The Contractor shall furnish an approved sign at the Premises entrance advising the public of any approved closures, unless closed at the direction of the City.

Article 10. ALTERATIONS BY CONTRACTOR

The Contractor shall not make any alterations, additions, or improvements in or to the Premises without first submitting to City professionally prepared plans and specifications for such work and obtaining the City's prior written approval thereof. The Contractor covenants that it will cause all alterations, additions, and improvements to the Premises to be completed at the Contractor's sole cost and expense by a contractor approved by the City and in a manner that (a) is consistent with the City approved plans and specifications and any conditions imposed by the City in connection therewith; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for the City's benefit; (d) does not affect the structural integrity of the Premises or any of the Premises' systems; (e) does not disrupt the business or operations of any occupant of the Building; and (f) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the Premises. The Contractor shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions; and reimburse the City for any and all expenses incurred in connection therewith. Except as provided in Section 17 with regard to concurrent negligence, the Contractor shall indemnify, defend, and hold the City harmless from and against all losses, liabilities, damages, liens, costs, penalties, and expenses (including attorney's fees, but without waiver of the duty to hold harmless) arising from or out of Contractor's performance of such alterations, additions, and improvements, including, but not limited to, all which arise from or out of the Contractor's breach of its obligations under terms of this Section. All alterations, additions, and improvements (expressly including all light fixtures; heating and ventilation units; floor, window, and wall coverings, and electrical wiring) except Contractor's moveable trade fixtures and appliances and equipment not affixed to the

Premises (including without limitation furniture, computers, point of sale systems and registers) shall become the property of the City at the expiration or termination of this Contract without any obligation on its part to pay for any of the same. At the City's request, Contractor shall execute a deed or bill of sale in favor of the City with respect to such alterations and/or improvements. Notwithstanding the foregoing, Contractor shall remove all or any portion of such alterations and/or improvements on the expiration or termination of this Contract if the City specifically so directs, in writing, at the time of the City's issuance of its approval thereof. Within ninety (90) days after the completion of any alteration, addition, or improvement to the Premises, Contractor shall deliver to the City a full set of "as-built" plans of the Premises showing the details of all alterations, additions, and improvements made to the Premises by the Contractor.

Article 11. CARE OF PREMISES

11.1 General Obligations. The Contractor shall take good care of the Premises and shall reimburse the City for all damage done to the Premises that results from any act or omission of the Contractor or any of their officers, contractors, agents, invitees, licensees, volunteers, or employees.

11.2 Contractor Maintenance Obligations. The Contractor is responsible for the care and maintenance of all equipment owned by the Contractor. The Contractor is responsible for appliances (stoves, ovens, microwaves, refrigerators, etc.) for program use. The Contractor is responsible for lighting fixtures, plumbing fixtures, light bulbs, and other basic equipment necessary for the health and safety of the facility and the program participants.

11.3 Custodial Services for Premises. The Contractor shall keep the interior of the building in a neat, clean, and sanitary condition, and shall provide all general cleaning and janitorial

services, at no cost or expense to the City, as may be required for the Premises. The Contractor shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this Contract; the Contractor shall provide all necessary janitorial services to adequately maintain the inside of such areas using a company reasonably approved by the City. Contractor shall be responsible for keeping the areas immediately adjacent to the perimeter of such areas free of litter and clean of spills resulting from Contractor's operations.

11.4 Failure to Care for Premises. If, after the City provides written notice to the Contractor of the Contractor's failure to comply with this Section, Contractor fails to take good care of such areas, the City, at is option, may do so, and in such event, upon receipt of written statement from the City, Contractor shall promptly pay the entire actual cost thereof as an Additional Charge. City shall have the right to enter the Premises for such purposes. City shall not be liable for interference with light, air, or view.

11.5 City Maintenance Obligations. All normal repairs necessary to maintain the Building (including the structural aspects and exterior of the Premises), the Common Areas, and the heating, ventilation, utility, electric, plumbing, and other systems and equipment serving the Building (including the Premises) in a reasonably good operating condition, as determined by the City, shall be performed by the City at its expense. The foregoing sentence does not extend to maintenance occasioned by an act of omission of the Contractor or its officers, agents, employees, invitees or contractors. Except in the event of the City's gross negligence or intentional misconduct, there shall be no abatement or reduction of rent arising by reason of the City's making of repairs, alterations, or improvements.

11.6 Alterations. The City, in its discretion, may increase, decrease, or change the number, locations and dimensions of any hallways, lobby areas, Common Areas, and other improvements shown on the property that are not within the Premises. Such increase, decrease, or change shall not materially interfere with Contractor's use of the Premises as permitted in Subsection 3.3 Permitted Use. The City reserves the right from time to time to (i) install, use, maintain, repair, relocate, and replace pipes, ducts conduits, wires, and appurtenant meters and equipment for service to the Premises, or to other parts of the Building/Property where the Premises are located in areas above the suspended ceiling surfaces, below the floor surfaces, within the walls and elsewhere in the Building; (ii) to alter or expand the Building/Property; and (iii) to alter, relocate, or substitute any of the Common Areas. In performing any work described in (i), (ii), and (iii) of this subsection, the City shall make every reasonable effort to perform the work when school or programs are not in session, to notify the Contractor in advance of any work anticipated to affect the Premises, and to work with the Contractor in order to minimize any interruption or adverse effects on Contractor's use of the Premises. If the Contractor's employees are not personally present to permit entry and an entry is necessary in an emergency, the City may enter by master key or forcible entry without rendering the City liable except in the event of the City's gross negligence or intentional misconduct. Nothing contained herein shall be construed to impose upon the City any duty to repair or other obligation not specifically stated in this Contract.

11.7 Prohibition Against Installation or Integration of Any Work or Visual Art on the Premises Without City's Consent. The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any

such installation or integration. The Contractor shall not install on or integrate into or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the City's prior, express, written consent. The City's consent to installation of any such artwork may be granted, granted upon one or more conditions, or withheld in the City's discretion.

11.8 Contractor Indemnification of City Against Liability under Visual Artists Rights Act of 1990. The Contractor shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions, or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation, or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 11.5 of this Contract; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by the Contractor or any of its officers, employees, or agents. This indemnification obligation shall exist regardless of whether the City or any other person employed by the City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Contract.

Article 12. KEYS

12.1 Keys. Access through keys is granted to the Contractor by the City. The City oversees access for the security and safety of the Building. The SPR facilities Access and Security systems unit designates management and can terminate access, or request the return of City property including, but not limited to keycard, keys, electronic keys (CyberKey), etc., with notice. Upon request to surrender city issued keys and/or badges, the Contractor

must return those items to an approved Contracts Administration & Support Office (CASO) designee or directly to the SPR Access Control unit.

Each key must be assigned and checked out by the Contractor for whom they will be issued. All costs associated with replacing any keys will be the responsibility of the Contractor including if SPR deems lock core replacement necessary. If applicable, an alarm code will be provided by SPR and can only be given to Contractor's staff.

12.2 Key Audits. The City may request key audits at any time, without notice. A response is required within seventy-two (72) hours of a key audit request. Audits initiated by the city may be performed on site or scheduled with SPR's Access Control team, as determined by SPR Access Control Team. SPR will provide instruction at the time of a Contractor initiated audit.

12.3 Lost or Stolen Keys/Electronic Keys/Keycards. If a key is lost or stolen, the Contractor must notify the SPR Access Control team immediately. The Contractor will be billed for the cost of rekeying the door(s) in an amount to be determined by SPR. The current cost for replacement of keys and keycards is fifty dollars ($50.00) each, and two hundred and fifty dollars ($250.00) for electronic keys (CyberKey). All keys, electronic keys, and keycards remain the property of the City and **Duplication is Strictly Prohibited.** Access Control number is 206-684-4021 or email @ accesscontrols.parks@seattle.gov.

Article 13. SIGNS AND ADVERTISING

13.1 Signs. Contractor shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the Superintendent's prior written consent. The Contractor shall remove all signage at the expiration or termination of this Contract and repair any damage or injury to the Premises.

13.2 On-Premises Signs. The Contractor may install approved permanent exterior signage. Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event beginning as agreed upon before the event advertised through the conclusion of such event. Exterior signage shall include the Premises' name, Contractor's name, and the SPR logo and shall be constructed in a style and size consistent with SPR's sign policy.

13.3 Recognition. On materials printed after the date this Contract becomes effective, Contractor shall include a statement and the SPR logo on its printed materials stating, in effect, that: *"Seattle Parks and Recreation is a partner in supporting Madison Park Cooperative Preschool."*

Article 14. SURRENDER OF PREMISES

14.1 General Matters. At the expiration or termination of the Contract Term, the Contractor shall return the Premises to the City in the same condition in which it was received on the Execution Date (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by the City pursuant to Article 10) reasonable wear and tear, casualty and condemnation damages not resulting from or contributed to by negligence of Contractor, excepted. Prior to such return, the Contractor shall remove its moveable trade fixtures and appliances and equipment that have not been attached to the Premises and shall repair any damage resulting from their removal. In no event shall the Contractor remove floor coverings; heating or ventilating equipment; lighting equipment or fixtures; or window or wall coverings unless otherwise specifically directed by the City in writing at the time when the City's approval of their installation is issued. The Contractor's obligations under this Section shall survive the expiration or termination of this Contract. The Contractor shall indemnify the City for all damages and losses

suffered as a result of Contractor's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and appliances and to redeliver the Premises on a timely basis.

14.2 Cable and Wiring. Notwithstanding any provision to the contrary in this Contract and if the City so directs, on or by the expiration date, or if the Contract is terminated before the expiration date, within fifteen (15) days after the effective termination date, whichever is earlier, the Contractor shall remove all voice and data communication and transmission cables and wiring installed by or for the Contractor to serve any telephone, computer, or other equipment located in that portion of the Premises. Cables and wiring shall include all of the same located within the interior and exterior walls, through or above the ceiling, or through or below the floor, vertical or horizontal riser, raceway, conduit, channel, or opening connection opening of such portion of the Premises to be vacated and surrendered to the City as of such expiration date or earlier termination date. The Contractor shall leave the mud rings, face plates, and floor boxes in place.

Article 15. COMPLIANCE WITH LAW

15.1 General Requirements. The Contractor, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof, as such enactments now exist or are hereafter enacted or promulgated. The Contractor shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises. Whenever the Contractor is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its

officers, employees, contractors, subcontractors, agents, or invitees, the Contractor shall immediately desist from and/or prevent or correct such violation.

15.2 Licenses and Other Authorizations. The Contractor, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to SPR evidence of the Contractor's satisfaction of all such requirements prior to the commencement of any modification of the Premises. The Contractor shall be responsible for payment of all fees and charges incurred in obtaining any required permits or other governmental approvals.

15.3 Nondiscrimination. The Contractor agrees to and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers, including the obligation to affirmatively act as described under the referenced Seattle Municipal Code.

The Contractor shall not discriminate against any employee, applicant for employment, student or prospective student and/or such student's family, because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor shall affirmatively try to ensure all applicants, employees, students, prospective students, and their families are treated equally, without regard to race, color, age, sex, marital status, sexual orientation, gender identify,

political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training as well as acceptance of student applications.

15.4 Americans with Disabilities Act. The Contractor acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to individuals with a disability. With respect to its Operations, the Contractor shall comply with the ADA and any other federal, state, or local disability rights legislation, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60. The Contractor shall not discriminate against any individual with a disability in the provision of services, benefits, or activities pursuant to this Agreement. The Contractor shall provide reasonable accommodations for participants and patrons with disabilities upon request, including but not limited to providing sign-language or oral interpretation, assistive listening devices, or alternate formats of written materials. The Contractor may establish reasonable timeframes for requests for accommodations and will communicate the timeframes in any advertising. The Contractor shall promptly respond to and resolve any complaints regarding accessibility of its programs and shall notify the City of all accessibility complaints relating to the Madison Park Bathhouse within 72 hours of receipt.

15.5 Liens and Encumbrances. The Contractor shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. If, because of any act or omission of the Contractor, any mechanic or other lien or order for payment of money shall be filed against the Premises, the Contractor shall promptly notify the City of the same and, at the Contractor's sole expense, cause the same to be discharged or bonded within thirty (30) days after the date of notice of such filing. At the City's request, the Contractor shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

15.6 Hazardous Substances. The Contractor shall not, without the City's prior written consent, keep on or about the Premises any substances designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic, or harmful and/or subject to regulation under any federal, state, or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning, and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, Contractor shall promptly, timely, and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefor, provide evidence satisfactory to the City of Contractor's compliance with all applicable governmental rules, regulations, and requirements; and comply with all governmental rules, regulations, and requirements including those regarding the proper and lawful use, sale, and transportation generation, treatment, and disposal of Hazardous Substances. Any and all costs

incurred by the City and associated with the City's inspection of the Premises and City's monitoring of Contractor's compliance with this Subsection, including City's attorney's fees and costs shall be Additional Charges and shall be due and payable to the City within ten (10) days after the City's demand therefor, if the Contractor's violation of this Subsection is discovered as a result of such inspection or monitoring. The Contractor shall be fully and completely liable to the City for any and all cleanup costs and expenses and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed with respect to Contractor's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises. The Contractor shall indemnify, defend and hold the City harmless from any and all of the costs, fees, penalties, charges, and expenses assessed against, or imposed, upon the City (as well as City's attorney's fees and costs) as a result of Contractor's use, disposal, transportation, generation, and or/sale of Hazardous Substances on or about the Premises. The indemnification obligation of this subsection shall survive the expiration or early termination of this Contract.

Article 16. BACKGROUND CHECKS AND IMMIGRANT STATUS

The City may require background checks for some or all of the Contractors and their employees and contracted workers who may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, and immigrant status for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks.

Federal Immigration Enforcement Notification Requirements

A. This Section applies to Contractors and their employees and contracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.

B. As used in this Section, “Federal Immigration Authority” means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO) Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.

C. Prior to responding to any requests from the Federal Immigration Authority for access to City property or City information provided to Contractors through this Agreement, the Contractor shall notify the Project Manager immediately.

Such requests may include:

a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or

b. requests for City records, databases, technology or information (written or oral).

D. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the Contractor is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.

E. Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.

F. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require any City employee, the Contractor its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

Article 17. INDEMNIFICATION AND INSURANCE

17.1 Indemnification. The Contractor shall indemnify the City for and against any liability, claim, damage, cost or expense (including reasonable attorneys' fees) arising from or relating to the use and occupancy of the Premises and any portion thereof, and any act or omission of the Contractor or any of its officers, employees, agents, contractors, invitees or volunteers on the Premises, and any claim by a third party arising from any of the foregoing. If any suit or action is brought against the City, the City shall give reasonable notice of such suit or action to the Contractor. Upon receipt of such notice, the Contractor shall defend the City, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Contractor jointly. If the City determines one or more principles of governmental or public law are involved, the City retains the right to participate in such action. The above liability shall not be diminished even if any death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, that nothing contained in this section shall be construed as requiring the Contractor to indemnify the City against liability for

damage arising out of bodily injury to a person or damage to property caused by or resulting from the sole negligence of the City or any of its officers, employees, or agents.

17.2 Survival of Indemnification Obligation. The indemnification obligations of the Contractor hereunder shall survive the expiration or earlier termination of this Agreement.

17.3 Insurance to be secured by Contractor. Prior to the commencement of any activity on the Premises under this Agreement, the Contractor shall secure and shall thereafter maintain in full force and effect at no expense to City, insurance as specified in Exhibit B, Insurance Requirements. Insurance fulfilling these requirements is a condition for use of the premises and any programming on the premises. Updated insurance documents must be provided to the City before current insurance coverage expires.

If the Certificate of Insurance and the Endorsement or the Binder are not submitted to SPR and approved by the City before the current insurance expiration date, the Contractor may not use the Premises or provide programming on the Premises until it has submitted the required insurance documents. If the Contractor disregards this provision and attempts to use the Premises or continue programming on the Premises without proper insurance, SPR may choose to discontinue the Contractor's access to the Premises until all documents have been submitted to and approved by the City. If SPR has to change the lock core and keys due to discontinued access to the Premises, then the Contractor will be required to pay for the new lock core and each new key requested. Reentry to the facility will be provided once both insurance documents are approved, and the cost of the lock core and keys has been paid in full.

17.4 Insurance Changes. If at any time the City determines then-current insurance coverages and limits of liability to be inadequate to protect the interests of the City, the City may require the Contractor to increase said coverage and/or liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to the Contractor. If the Contractor fails to update its insurance coverage as requested by the deadline, the City may follow the procedure outlined in Subsection 17.3 to prohibit the Contractor from operating on the Premises without appropriate insurance.

17.5 Notice of Cancellation. The Contractor shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Article 27, Subsection 27.2 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment premiums, in which case notice shall be given not less than ten (10) days prior to the date of cancellation.

17.6 General Requirements for Insurance. The limits of liability described in Exhibit B are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by the Contractor, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by the Contractor as respects this Agreement, nor (2) construed as limiting the liability of any of the Contractor's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

17.7 Subject to Approval. Each insurance policy required hereunder shall be (1) subject to reasonable approval by the City that it conforms with the requirements of this Section and Exhibit B, and (2) be issued by an insurer rated A- or higher in the then-current

A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provision of chapter 48.15 RCW (Unauthorized insurers). Any deductible or self-insured retention ("S.I.R.") must be disclosed to SPR and shall be subject to reasonable approval by the City. The Contractor shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Contractor to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of the Contractor. If a deductible or S.I.R. for GL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by the Contractor or a contracted third-party claims administrator, the Contractor agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

Article 18. DAMAGE OR DESTRUCTION

18.1 Report of Damage or Destruction. If the Premises are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, the Contractor shall notify SPR in writing within twenty-four (24) hours after its discovery.

18.2 Use Fee Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), and if the Contractor has given timely notice of such destruction or damage as provided by Article 18, then the Contractor's obligation to pay the Use Fee shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Use Fee abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. Suppose only a portion of the Premises is damaged or

destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonable determined by the Superintendent, and the Contractor has given timely notice of such destruction or damage as provided by this Article. In that case, the Contractor shall pay a reduced Use Fee that is proportionate to the extent of the Premises that remains usable for the purposes identified in Article 8 hereof, which reduced Use Fee amount shall be reasonably determined by the Superintendent and identified by notice to the Contractor, and paid by the Contractor through the date reasonably specified by the Superintendent in such notice or the late date specified in any subsequent notice.

18.3 Community Programming Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), then the Contractor's obligation to provide Community Programming shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Community Programming abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. If only a portion of the Premises is damaged or destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonably determined by the Superintendent, then the Contractor shall offer a reduced schedule of Community Programming and/or offer Community Programming with a reduced capacity, as shall be reasonably determined by the Superintendent, in consultation with the Contractor, and identified by notice to the Contractor.

18.4 Rebuilding and Repair. The City, in its sole discretion, may either repair, rebuild, or demolish the Premises. If the City elects to repair or rebuild, then upon written notice

from the Superintendent, the Contractor shall reoccupy the Premises, the Use Fee abatement, or the reduction provided pursuant to this Article shall be discontinued, the full Use Fee shall again be due and payable, and the Community Programming schedule shall resume. The City shall not be liable to the Contractor for damages, compensation or any other sum for inconvenience, loss of business, or disruption arising from any repair, rebuilding, or closure of any portion or the whole of the Premises. Nor shall the City be required to repair or replace any equipment or property located on the Premises and owned or maintained by the Contractor or other users of the Premises.

18.5 Termination Rights in Event of Damage or Destruction.

- By Contractor: If a loss to any portion of the Premises effectively renders the entire Premises unusable in the reasonable opinion of the Superintendent, then the Contractor may elect to terminate this Agreement.
- By City: Unless SPR, within sixty (60) days after the occurrence of any such damage or casualty, gives notice to the Contractor of the City's election to restore the Premises, this Agreement shall automatically terminate.

Article 19. ASSIGNMENT OR SUBLEASE

Contractor shall not sublet or encumber the whole or any part of the Premises, nor shall this Contract or any interest thereunder be assignable or transferable by operation of law or by any process of any court or otherwise without the prior written consent of the City, whose consent shall be given or withheld in its sole discretion. The granting of consent to a given transfer shall not constitute a waiver of the consent requirements as to future transfers. Any assignment or sublease, without the City's prior written consent, at the City's option shall be voided. No assignment or sublease

shall release the Contractor from primary liability hereunder. Each assignment or sublease shall be by an instrument in writing in a form satisfactory to the City. If the Contractor is a corporation, then any transfer of the Contract by merger, consolidation, or liquidation, or any direct change, in the ownership of, or power to vote the majority of, Contractor's outstanding voting stock, shall constitute an assignment for the purposes of this Contract. If the Contractor is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

Article 20. ASSIGNMENT BY THE CITY

If the City sells or otherwise transfers the Premises, or if the City assigns its interest in this Contract, such purchaser, transferee, or assignee therefore shall be deemed to have assumed the City's obligations under this Contract arising after the date of such transfer, but this Contract shall otherwise remain in full force and effect. The Contractor shall attorn to City's successor, which assumes and agrees to perform all of the City's obligations under this Contract.

Article 21. EMINENT DOMAIN

21.1 Taking. If all of the Premises are taken by Eminent Domain, this Contract shall terminate as of the date the Contractor is required to vacate the Premises, and all Use Fees and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through, or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of the Contractor, in the reasonable judgment of the City, the

Contractor may, at the option of either party, be terminated by written notice give to the other party not more than thirty (30) days after the City gives the Contractor written notice of the taking, and such termination shall be effective as of the date when the Contractor is required to vacate the portion of the Premises so taken. If this Contract is terminated, all Use Fees and Additional Charges shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Contract is not terminated, the City, at its expense, shall proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition they were in immediately prior to such taking, and the Contractor, at its expense, shall proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premise to the same condition they were in immediately prior to such taking, to the extent award is available therefor. The Use Fee and Additional Charges payable hereunder shall be reduced from the date the Contractor is required to partially vacate the Premises in the same proportion that the useable area taken bears to the total useable area of the Premises prior to taking.

21.2 Award. Except as otherwise provided below, the City reserves the right to the entire damage award or any payment for any taking by Eminent Domain, and the Contractor waives all claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business. The Contractor hereby grants and assigns to the City any right the Contractor may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as the City, from time to time, may request. The Contractor, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by the Contractor on account of any loss

incurred by the Contractor in moving the Contractor's merchandise, furniture, trade fixtures, and equipment and the cost of restoring its personal property and improvements made by it to the Premises.

Article 22. DEFAULT BY CONTRACTOR

22.1 Definition. If the Contractor violates, breaches, or fails to keep or perform any term, provision, covenant, or any obligation of this Contract; of if the Contractor files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for the Contractor's assets or if the Contractor makes an assignment for the benefit of the creditors, or if the Contractor is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; then the Contractor shall be deemed in default. ("Default")

22.2 City Remedies. If the Contractor has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within thirty (30) days after written notice thereof has been provided to the Contractor, then the City shall have the following nonexclusive rights and remedies at its option. (1) to cure such default on the Contractor's behalf and at the Contractor's sole expense and to charge the Contractor for all actual and reasonable costs and expenses incurred by the City in effecting such cure as an Additional Charge; (2) to terminate this Contract; provided, however, that if the nature of the Contractor's obligation (other than monetary obligations and other than vacation or abandonment of the Premises) is such that more than thirty (30) days is required for performance, then the Contractor shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

22.3 Reentry by City Upon Termination. Upon termination of this Contract, the City may reenter the Premises, take possession thereof, and remove all persons therefrom, for which actions the Contractor shall have no claim thereon or hereunder. The Contractor shall be liable and shall reimburse the City upon demand for all actual and reasonable costs and expenses of every kind and nature incurred in retaking possession of the Premises. If the City retakes the Premises, the City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at any place selected by the City including a public warehouse, at the expense and risk of the Contractor. The City shall have the right to sell such stored property, after reasonable prior notice to the Contractor or such owner(s), after it has been stored for a period of thirty (30) days or more. The proceeds of such a sale shall be applied first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from the Contractor to the City; the balance, if any, shall be paid to the Contractor.

22.4 Vacation or Abandonment. If the Contractor vacates or abandons the Premises in their entirety and fails to reoccupy them within thirty (30) days after the city (1) delivers a notice to Contractor's notice address demanding re-occupancy and (2) mails by certified or registered mail a copy of the notice to any forwarding address given by the Contractor to the City in writing, the Contractor shall be in default under this Contract.

22.5 City's Non-exclusive Remedies Upon Termination due to Default of Contractor. Notwithstanding any reentry by the City and anything in the contrary in this Contract, in the event of the termination of this Contract due to Default of the Contractor, the liability of the Contractor for all sums due under this Contract provided herein shall not be extinguished for the balance of the Term of this Contract. The Contractor shall also

be liable to the City for any other amount (excluding consequential or specific damages) necessary to compensate the City for all the detriment proximately caused by the Contractor's failure to perform its obligations under this Contract or that in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington. In the event of Termination due to Default of Contractor, the City will use reasonable efforts to mitigate its damages, but such efforts shall not be construed to be a waiver of the City's rights to be made whole by the Contractor in the event of such Termination. The provisions of this Subsection shall survive the expiration or earlier termination of this Contract.

Article 23. CITY'S REMEDIES CUMULATIVE; WAIVER

The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to a default or breach by the Contractor shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that the City may have under this Contract or by law or in equity. Neither the acceptance of the Use Fee nor any other act or omission of the City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Contract shall operate as a waiver of any past or future violation, breach, or failure to keep or perform any covenant, agreement, term, or condition hereof or to deprive the City of its right to cancel or forfeit this Contract, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed

so as to stop the City at any future time from promptly exercising any other option, right, or remedy that it may have under any term or provision of this Contract.

Article 24. DEFAULT BY CITY

The City shall be in default if it fails to perform its obligations under this Contract within thirty (30) days after its receipt of notice of nonperformance from the Contractor; provided, that if the default cannot reasonably by cured within the thirty (30) day period, the City shall not be in default if the City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon the City's default, the Contractor may pursue any remedies at law or in equity that may be permitted from time to time by the laws of the State of Washington.

Article 25. TERMINATION

25.1 Process for Termination of Contract

25.1.1 For Cause. Either party may terminate this Contract if the other party has materially breached the Contract and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party with the time stated in the Contract or, if no time is stated, within thirty (30) days after notice of breach has been provided to such other party. If, however, the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30) day period and diligently seeks to remedy the default of deficiency.

25.1.2 For Reasons Beyond the Control of the Parties. Either party may terminate this Contract without recourse by the other party where performance is rendered impossible or impractical for reasons beyond such party's reasonable

control, such as but not limited to: acts of Nature, war or warlike operations; civil commotion; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

25.1.3 For Convenience. Either party, at any time, may terminate the Contract with ninety (90) days' written notice to the other party.

25.2 Notice of Termination. Notice of termination other than pursuant to Subsection 25.1.3 shall be given, in writing, by the terminating Party to the other party not less than thirty (30) days prior to the effective date of termination.

Article 26. ATTORNEY'S FEES

If either party retains the services of any attorney in connection with enforcing the terms of this Contract, each party agrees to bear its own attorney's fees and costs.

Article 27. NOTICES

27.1 Official Notices. Any notice, demand, or request required shall be given in writing to the party's address set forth in this Article any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first-class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgement of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier to the US Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messengers

affidavit of inability to deliver stating the time, date, place, and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier.

27.2 Contact Information. All notices will be delivered to the individuals identified below or their replacement. The City and the Contractor will ensure that each party has the correct contact information for the representatives for this contract.

Seattle Parks and Recreation	Madison Park Cooperative Preschool
Pamela Wilson Parks Concessions Coordinator Pamela.Wilson@seattle.gov 206-684-7818 300 Elliott Ave W, Suite 100 Seattle, WA 98119	Ann Goodrich President President@madisonparkcoop.com 206-566-3896 1898 43rd Ave E Seattle, WA 98112

This information will be updated annually since the Contractor's point of contact changes with the school year and based on Board appointments.

27.3 Updated Board Contact. The Contractor will provide an updated list of the Contractor's board to the City prior to the start of the school year, but no later than September 31.

Article 28. SUCCESSORS OR ASSIGNS

All of the terms, conditions, covenants, and agreements of this Contract shall extend to and be binding upon the City, the Contractor, and, subject to the terms of Section 19 and 20, their respective heirs, administrators, executors, successors, and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

Article 29. AUTHORITY AND LIABILITY

The Contractor warrants that this Contract has been duly authorized, executed, and delivered by the Contractor, and that the Contractor has the requisite power and authority to enter into this Contract and perform its obligations hereunder. The Contractor covenants to provide the City with evidence of its authority and the authorization of this Contract upon request. All persons and entities named as Contractor herein shall be jointly and severally liable for the Contractor's liabilities, covenants, and agreements under this Contract.

Article 30. PARTIAL INVALIDITY

If any court determines that any provision of this Contract or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Contract, or application of such provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each other term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 31. FORCE MAJEURE

Neither the City nor the Contractor shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to, an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, pandemic, strike, or labor disturbance, civil commotion, delay in transportation, governmental delay, or war; provided, however, that the foregoing shall not excuse the Contractor from the timely payment of the Use Fee and Additional Charges due hereunder, when due.

Article 32. COUNTERPARTS

The parties may execute this Contract in counterparts, which, taken together, constitute the entire Contract.

Article 33. HEADINGS

The section headings used in this Contract are used for purposes of convenience and do not alter in any manner the content of the sections.

Article 34. CONTEXT

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

Article 35. EXECUTION BY CITY AND CONTRACTOR; EFFECTIVE DATE

Neither the City nor the Contractor shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Contract with particulars inserted. No contractual or other rights shall exist or be created between the City and the Contractor until all parties have executed this Contract and the appropriate legislative authority approves it. This Contract shall become effective on the date (the "Effective Date") on which this Contract is executed by the City and the Contractor and approved by the Seattle City Council. The City shall have no liability to the Contractor and shall have the right to terminate this Contract upon written notice to the Contractor if the Contract is legislatively disapproved.

Article 36. TIME OF ESSENCE; TIME CALCULATION METHOD

Time is of the essence with respect to this Contract. Except as otherwise specifically provided, any reference in this Contract to the word "day" means a "calendar day"; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday, or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday, or City holiday. Any reference in this Contract to the word "month" means "calendar month."

Article 37. STANDARDS

Contractor recognizes that, although it is operating its facilities as an independent contractor, SPR is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the public. The Contractor, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this facility. The Contractor shall operate and conduct the facilities on the Premises in a business-like manner and will not permit any conduct on the part of the Contractor's employees which would be detrimental to the City's operations.

Article 38. MISCELLANEOUS

38.1 Entire Contract; Applicable Law. This Contract and Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of the City and the Contractor concerning the Premises, and there are no other agreements or understanding, oral or written, between the City and the Contractor concerning the Premises. Any subsequent modification or amendment of this Contract shall be binding upon the City and the Contractor only if in writing and signed by both parties. This

Contract shall be governed by and construed in accordance with the laws of the State of Washington.

38.2 Negotiated Contract. The parties to this Contract acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

To memorialize the agreements made, both parties hereby have caused this Concession Agreement to be executed by their respective representative(s) by signing below:

Contractor	**City of Seattle, Seattle Parks and Recreation**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibits:

Exhibit A: Legal Description or Property, Maps, and Images

Exhibit B: Insurance Requirements

Exhibit C: Public Benefits Plan- Initial Year

Exhibit D: Public Benefits Plan/Report Template

Exhibit A

Legal Description

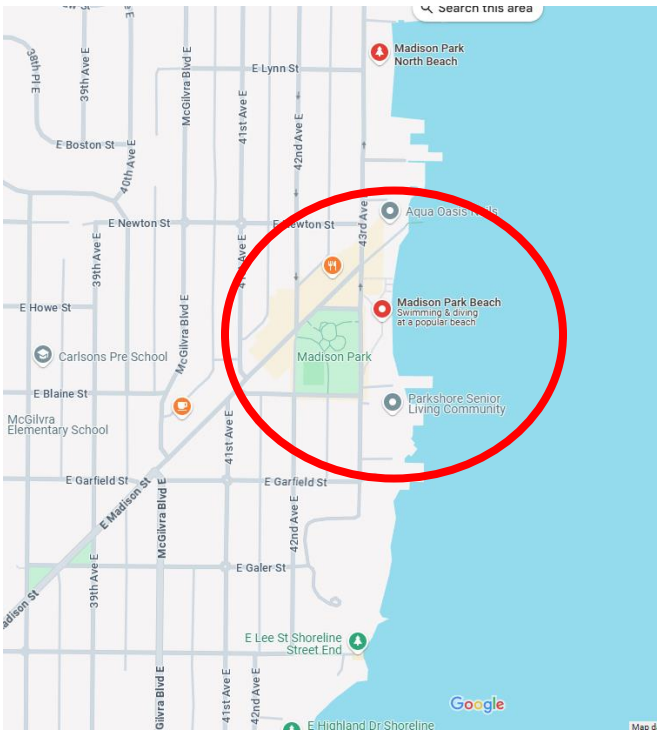
Madison Park Beach Bathhouse

Block 27, Lake Washington Shorelands together with Lots 1 through 10, Block “C”, Lots 1 through 14 Block “D” and all of Block 13 of J.J. McGilvra’s Third Addition with vacated streets adjoining.

Address: 1900 43rd Ave E, Seattle, WA 98112

Tax Parcel: 4114600465







Madison Beach Park Bathhouse

The lifeguard station on the east side of the building is excluded from this contract.

Exhibit B

Insurance Requirements

1.1 Minimum Insurance to be Secured and Maintained. Prior to the Execution Date, Contractor shall secure and shall thereafter maintain (or cause its Subtenant(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Contract Term, minimum insurance as specified below:

1.1.1 Commercial General Liability Insurance including:

Premises/Operations Liability

Products/Completed Operations Liability

Personal/Advertising Liability

Contractual Liability

Stop Gap/Employers Contingent Liability

Independent Contractors Liability

Liquor Liability/Host Liquor Liability (if liquor is being sold or served)

Fire Damage Legal Liability

Sexual Misconduct and Molestation Liability (If service provided involves working with at risk (elderly or minor) community)

Such policy(ies) must be endorsed as provided in Subsection 1.3. hereof and provide the following minimum limits:

$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage

$1,000,000 each Offense Personal and Advertising Injury

$100,000 each Occurrence Fire Legal Liability

$1,000,000 each Accident/ Disease - Each Employee Stop Gap

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.2 Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of $1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.3 Workers' Compensation securing Contractor's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington; provided, that if Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall certify that qualification by a letter that is signed by a corporate officer of Contractor and delivered to City that sets forth the limits of any policy of excess insurance covering its employees.

1.1.4 Property Insurance under which the Premises, the existing building (note: if tenant is leasing the whole structure/building The City may require they carry insurance on the structure), furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the continued payment of fixed costs during any interruption of Contractor's business; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content. City shall be named as a loss payee as respects property insurance covering alterations, additions, and improvements under such policy.

1.2 General Requirements Regarding Contractor's Insurance.

1.2.1 The insurance required by Subsections 1.1.1 applicable insurance shall be endorsed to include the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds. The applicable insurance required by Subsections 1.1.1 and 1.1.? shall be primary as respects City; shall provide that any other insurance maintained by City shall be excess and not contributing insurance with Contractor's insurance; and shall provide that such coverage shall not be reduced or canceled without forty-five (45) days'' prior written notice to City, except ten (10) days prior written

notice to City with respect to non-payment of premium, at its address as specified in Subsection 1.9 hereof.

1.2.2 All insurance policies required hereunder shall be subject to reasonable approval by City's Risk Manager as to company, form, and coverage. All policies shall be issued by a company rated A–: V or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines broker.

1.2.3 Any deductible or self-insured retention in excess of $20,000 must be disclosed to, and shall be subject to reasonable approval by, City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Contractor.

1.2.4 Coverage and/or limits may be reasonably altered or increased as necessary to reflect type of or exposure to risk. City shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days' prior written notice.

1.3 Evidence of Insurance. Before occupying the Premises, the following documents must be delivered to the City at its address as specified in or pursuant to Subsection 1.9., as evidence of the insurance coverage secured and maintained by Contractor.

1.3.1 On or before the Execution Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all

endorsements listed on the policy including any company-specific or manuscript endorsements.

A copy of the endorsement naming the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement.

A copy of an endorsement stating that the coverages provided by such policy to City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in or provided pursuant to Subsection 1.9; and

For the Commercial General liability and Business Automobile insurance to be secured and maintained pursuant to Subsection 1.1.1 and 1.1.2 hereof, a copy of the “Separation of Insureds” or “Severability of Interests” clause in such policy.

1.3.2 Pending receipt of the documentation specified in this Section 1; Contractor may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

1.4 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of Contractor or any insurer for any claim required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by the Contractor, whether those limits are primary, excess, contingent or otherwise. Contractor expressly

understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

1.5 Reconstruction Following Loss. Contractor shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair and restore the alterations, additions and improvements that Contractor made to the Premises that is at least equivalent to, or more suitable than, the alterations, additions and improvements that were damaged or destroyed, subject in all cases to any restrictions based on the building's status as a landmark or historical building.

1.6 Waiver of Subrogation. City and City's insurer(s) shall waive subrogation for damage to or destruction of the Building, Premises and City's furniture, fixtures, equipment and inventory in favor of Contractor except with respect to losses of City's aforesaid property of up to $100,000 that are attributable to Contractor's negligence and to which Contractor's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Contractor's negligence, Contractor agrees to reimburse City for the amount of its property insurance deductible up to $20,000. Contractor and Contractor's insurer(s) shall waive subrogation for damage to or destruction of Contractor's alterations, additions and improvements, furniture, fixtures, equipment and inventory in favor of City; however, in the event of a loss to Contractor's aforesaid property attributable to City's negligence, City agrees to reimburse Contractor for the amount of its property insurance deductible up to $100,000.

1.7 Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Contractor.

1.8 City Use of Premises; Third-Party Users. To the extent City uses, or permits any Third-Party Users to use, the Premises as contemplated in this Contract, Contractor may condition such use on receipt of evidence that such user maintains reasonably adequate commercial general liability insurance, listing Contractor as an additional insured on such policies. City waives, as between City and Contractor, any Claims arising from or related to Third-Party Users' use of and activities within the Premises.

1.9 (Note: this may not be the case if the City chooses to have the tenant carry the property (structure/building) insurance) City Insurance. City shall, at its sole cost and expense, maintain property insurance under which the Premises, the existing building, furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) [intentionally omitted]; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content.

Exhibit C

Public Benefits Plan- Initial Year

Public Benefit Plan Generally Follows School Year

Madison Park Cooperative Preschool

Type	Program	Time of Year	Estimated Value
Community Program	Cooperative Partnership with Victory Heights Co-Op, Rainier Heights Co-Op, Friends of the Children Seattle, ReWA Rotating drives for toys, books, clothes, school supplies, and winter gear for youth and families served through the partner Preschools. MPCP will initiate 2 drives annually based on wish lists created by the partner programs.	Twice annually	**≈$13,000**
Community Programs	Parent Education Speaker Series: MPCP to host Free, open-access talks at partner Preschool	Planned in coordination with partner Preschools	**≈$3,000**

	facilities on the following topics: • Early childhood brain development • Language acquisition & literacy at home • Emotional regulation & behavior • Navigating public school systems		
Community Programs	Family Experience Days partnering with Friends of the Children Seattle and ReWA. MPCP will host free play days and learning workshops. Examples include Art & Storytelling, Parent-child movement & yoga, Cooking and nutrition basics.	Planned in coordination with partners	**≈$3,000**

	These opportunities will create longer term impact for families and learning opportunities while reducing isolation for families and children.		
Partnership	A partnership with Committee for Children and White Center Co-Op Preschool for a shared resource library to include learning materials, books, sensory tools, and parent education resources.	Ongoing	**≈$5,000**
Community Program	Back to School Snack Drive, fundraiser, or alternate drive in the fall – Madison Park Cooperative Preschool selects an organization to do a drive with, whether it is a school supply drive, a food drive or a diaper drive each fall. It benefits the community that is	Start of School to beginning of Nov – historically we did a beginning of school supply drive and a food drive close to Thanksgiving in 2023, in 2024 we did a Diaper and Wipe drive	**≈$650**

	impacted by the drive (always outside of Madison Park) and we do this as something to put our focus on at the beginning of the first few months of preschool and to help others.		
Community Program	Back to School Picnic - open to the public, we reach families in Madison Park and neighboring communities. We promote this via A-boards in the neighborhood, flyers and posters in the communities– Madison Park, Madrona, Montlake, Central District	Last Weekend of September	**≈$750**

Community Program	Halloween Photo Booth - open to the public - Every year Madison Park Cooperative Preschool puts this on. We advertise it via flyers in neighboring areas, in our newsletter, on Friends of Madison Parks website and word of mouth. This is public benefit as we have hundreds of families from all over come to this. They trick or treat throughout the neighborhood and come to the Bathhouse for a Halloween photo and treat. We provide the event, a photo for the family and small prizes to kids that come through. This is a community tradition that is well known and loved.	October	**≈$800**
Community	Holiday Event - Hot	December	**≈$600**

Program	cocoa and celebration of lights – the community and attendee's benefit. It's another place that people can come to celebrate the season. We focus on many different holiday traditions and mostly focus on lighting up the darkness of the season. We decorate the bathhouse, have activities and sometimes read seasonal stories. We advertise it through flyers, in our newsletter, on the community board, on a-boards and on the Friends of Madison Park website. We open the Bathhouse, provide décor and volunteers		
Community Program	Diaper and Wipe fundraiser – similar to our other drives, this can be	January to March	**≈$2,750**

	any type of drive – sometimes we do one a year, sometimes two – see above drive description		
Community Program	Parent Education Talk – Once or twice a year, we hire a speaker for the parents and community to come listen to on an important topic. For example: we hosted an online talk from No More Under to go over water awareness with your children. The speaker speaks, this benefits parents and the community that attend, they can be in person or virtual. We usually pay for the speaker and some refreshments if in person. We promote this in our newsletter, in flyers in the neighborhood, on our	April	**≈$226**

	community board and on a-boards.		
Community Program	Back to School Supply Drive- again see drive description above	May before the end of school year for the following school year.	**≈ $1,800**
Community Program	End of School Year Picnic and Concert – the neighborhood and community benefit from this event. People get to listen to a free concert and take part in free favors for their kids. We advertise this through flyers, in our newsletter, on the community board, on a-boards and on the Friends of Madison Park website. We hire a kid-oriented performer to put on a concert for the kids that come. Can be an acapella guitar singer,	Early June	**≈ $1000**

	the most popular has been a harmonica player with puppets and toys.		
Community Program	Friends of Madison Park using Bathhouse as meeting space with Madison Park Cooperative Preschool chaperone volunteer – this meeting is open to the public and often has important city council and community members addressing the community. This is communicated to the public on the Friends of Madison Park website. They aim to reach neighborhood businesses, residents, concerned citizens and leaders/donors in the community. Outreach is	Roughly 8-10 meetings per year X3 hours of volunteering per meeting	**≈ $750**

	to neighboring communities, Montlake, Madrona, Central District and other community groups with similar challenges.		
Community Program	Somatic Yoga at the Bathhouse, this benefits the community as Madison Park doesn't have a yoga studio. Somatic yoga is also specifically a type of yoga that rebalances the nervous system and helps with stress reduction. It really helps improve quality of life. We advertise this through flyers, the preschool's monthly newsletter, the chalkboard in Madison Park, Friends of Madison Park's website,	Year Round – twice per week	**$7,576.20 (once per week/36 weeks)** 1 hour of $100 rental time for space, 1.5 hours of volunteer time = $60.42 + $10 per participant (the amount we are offsetting for each participant/ $15 class would usually be $25) In a 5 participant class **$210.45** of Public Benefit per class, roughly **36 classes** per Sept-June year

	word of mouth to business in the area. We provide the Bathhouse space for people to take yoga, subsidize the cost of the class for each attendee, which is usually $25+ in other studios.		
		Approx. Total Community Program PB	**$**
Scholarships	MPCP scholarships 2 students on average - the funding comes from our fundraising efforts, the identified students that need financial aid benefit, Need is based on financial need and the scholarships are listed as available on our website and in person at our open house event during our school	The whole school year	≥$15,000.00

	registration period. They are awarded on a first come, first served basis during registration and the award is confirmed when their tuition is covered.		
Scholarships	Athletic Extracurricular Scholarships – same as the other scholarships, they are provided via our fundraising. The athletics scholarship that was awarded this year was for a student on tuition scholarship to attend an extracurricular soccer class that was sponsored by the preschool. The student approached the school with interest in attending soccer and we decided to provide this as well! Was our first year encompassing extracurricular and was great!	Need is determined on a first come, first served basis and the scholarships are set aside for those that are experiencing financial hardship	$500.00

Capital Improvements to be completed during term of contract.			
Capital Improvements	Outside of building painted, includes lead abatement	Completed during contract	≈ $22,000.00
Capital Improvements	Inside of building painted		≈ $15,000.00
Capital Improvements	Flooring replaced		≈ $15,000.00
Capital Improvements	Cabinet replacement - bath and kitchen		≈ $15,000.00

Exhibit D

Public Benefits Template Plan/Report Form

Madison Park Cooperative Preschool - Public Benefits Summary

Public Benefits Category	Contractual Requirement (Completed by SPR)	Applicable Metrics (Completed by SPR)	Value required per Agreement	Summary of Public Benefit provided	Estimated (plan) or actual (Report)

(Completed by SPR)			(Completed by SPR)	(Completed by Contractor)	value of Services (Completed by Contractor)
Total Public Benefit Value Provided					
Public Benefit Required to Offset Use Fee*					
Public Benefit required or the exceeds required value					

Volunteer value may be reported as Public Benefit and valued at the most current rate for volunteers as listed under the National Value of Volunteer Time on the Independent Sector website:* ***https://www.independentsector.org/resource/the-value-of-volunteer-time/.* *The most current preliminary rate in 2026 is $42.98 per hour.*

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle Parks and Recreation

Title: An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with The Madison Park Cooperative Preschool to operate and provide management of the Madison Beach Park Bathhouse located at 1900 43rd Ave East.

Background: The proposed Council Bill authorizes the Superintendent of Seattle Parks and Recreation (SPR) to execute for and on behalf of SPR a ten-year Operations and Use Contract with The Madison Park Cooperative Preschool (MPCP) for the Madison Beach Park Bathhouse to provide early childhood educational programming including preschool for infants through five years of age, as well as family and community events. SPR has maintained a long partnership with MPCP, who have maintained the contract for this facility since the 1970s.

Operator Selection and Award: SPR issued a Letter of Interest (LOI) for this property in 2024 and MPCP was the only contractor to respond.

SPR began contract negotiations with MPCP for the facility in summer 2024. Both parties agreed upon a use fee schedule that provides a gradual approach to the Use Fee to support the operations of the preschool including salaries for teachers, affordable registration fees for families, funds for supplies and equipment, along with paying a Use Fee to the City that has a cumulative increase over the ten-year contract. The total amount received from MPCP will be $274,800 paid in both cash and public benefits.

This legislation continues a long-standing collaboration with MPCP at Madison Beach Park Bathhouse in providing early childhood education programs including preschool and community events and aligns well with SPR's commitment to provide affordable opportunities for the community.

Financial Terms: Per the agreement, MPCP has agreed to the following use fee schedule, creating a biennial increase to the use fee.

SPR Madison Beach Park Bathhouse Preschool Contract SUM
Kathleen Gantz
D1a

Contract Year	Use Fee in Cash (Monthly)	Public Benefit Due (Monthly)	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Annual Use Fee & Public Benefit	Two-year Total
Year 1/2	$900	$800	$10,800	$9,600	$20,400	$40,800
Year 3/4	$1,050	$900	$12,600	$10,800	$23,400	$46,800
Year 5/6	$1,200	$1,000	$14,400	$12,000	$26,400	$52,800
Year 7/8	$1,400	$1,200	$16,800	$14,400	$31,200	$62,400
Year 9/10	$1,600	$1,400	$19,200	$16,800	$36,000	$72,000
-	-	-	-	-	Total:	$274,800

Public Benefits: MPCP has identified public benefits that provide community engagement and support, scholarships, and capital improvements and projects to the Bathhouse. Public benefits focused on community engagement include seasonal community events, working with the Friends of Madison Park to provide space for meetings and their events, parent education opportunities, and supply drives that provide donated supplies to underserved communities. The Preschool is also partnering with other Co-Op preschools in Victory Heights, Rainier Valley, and White Center to provide resources, supplies, and necessities for families and children attending these programs. In addition, they will be working with Friends of the Children-Seattle, and Refugee Women's Alliance (ReWA) to provide family programming opportunities in their facilities. Along with the focused partnerships they provide over $15,000 a year in scholarships to children and families to cover the cost of tuition for the Madison Park Preschool programming.

A portion of public benefits adopted by MPCP over the next ten years include improvements to the Bathhouse. Those improvements include lead mitigation and new paint on the outside of the structure, repainting the inside, kitchen and bathroom remodels, and additional projects as funds allow. All capital improvements and maintenance will require consultation with and approval by SPR.

Summary Attachments:

Summary Attachment A – Madison Beach Park Bathhouse Map

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

No

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

Not applicable

c. What financial costs or other impacts might happen if this legislation is not implemented?

A decision not to implement this legislation would result in a reduction in revenue and loss of public benefits totaling $274,000 over the next ten years (including capital investments), leaving an SPR facility with no activation, and impacting access to pre-school for roughly 124 students per year.

d. How might this legislation affect other City departments besides the one that proposed it?

Not applicable

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4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

Yes

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

MPCP provides services, resources, and scholarships to the surrounding neighborhood and supports other preschool programs in historically disadvantaged communities. MPCP partners with other local early childhood education providers such as Victory Heights Co-Op Preschool, Rainier Valley Co-Op Preschool, and White Center Co-Op Preschool to support their program and student needs. Additional partnerships with Friends of the Children-Seattle and ReWA have been established to provide parent education programming and family programs in the non-profit facilities.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

SPR strives to prioritize equity as part of the agreement process with community partners. The LOI for this process was advertised across numerous media outlets, social media platforms, non-profit organizations, and collaborative groups that support WMBE vendors.

3. What is the Language Access Plan for communicating with the public about this legislation?

Communication will be translated into languages as needed to meet the needs of the community.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

Not applicable

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

Not applicable

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

Not applicable

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

Not applicable

Madison Beach Park Bathhouse - Site Map



Seattle Parks & Recreation

Legend
- Site Area
- Park Boundary
- Property Parcel Boundary

0 300 600 Feet 1:4,500

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Map date: Wednesday, April 29, 2026.

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File #: CB 121213, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with Victory Heights Cooperative Preschool to operate and provide management of the Victory Heights Shelterhouse located at 1747 NE 106th Street.

Recitals:

Victory Heights Shelterhouse is a City-owned public facility operated by Seattle Parks and Recreation (SPR).

SPR issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Victory Heights Shelterhouse for early childhood education operations from community organizations and businesses.

Victory Heights 4-5s, a Washington State nonprofit corporation doing business as Victory Heights Cooperative Preschool (VHCP) was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, VHCP.

VHCP provides cooperative preschool programs for children and community events supporting early childhood education and providing public benefits that align with SPR’s commitment to provide

affordable opportunities to the public.

The programs offered by VHCP are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. The Superintendent of Seattle Parks and Recreation (Superintendent), or their designee is authorized to execute for and on behalf of the City a Contract for the Operation and Use, substantially in the form of the Contract between Seattle Parks and Recreation and the Victory Heights Cooperative Preschool which is attached to this ordinance as Attachment 1 (Contract).

Attachments:

Attachment 1 - Victory Heights Shelterhouse Preschool Contract

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

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

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OPERATIONS & USE CONTRACT

VICTORY HEIGHTS SHELTERHOUSE

BETWEEN

THE CITY OF SEATTLE, PARKS AND RECREATION

AND

VICTORY HEIGHTS 4-5's COOPERATIVE PRESCHOOL

Contract ID: PR0PC25-1526

THIS Operations and Use Contract ("Contract") is entered into between the City of Seattle ("City") operating by and through the Seattle Parks and Recreation ("SPR") Department and the Superintendent ("Superintendent") and Victory Heights 4-5s ("Contractor") a Washington not-for-profit organized under the laws of the State of Washington, doing business as Victory Heights Cooperative Preschool.

RECITALS:

Victory Heights Shelterhouse is a City-owned public facility operated by Seattle Parks and Recreation.

Seattle Parks and Recreation issued a Letter of Interest (LOI) in Quarter 1 of 2024 to determine interest in the Victory Heights Shelterhouse for Early Childhood Education operations from community organizations and businesses.

Victory Heights Cooperative Preschool was the only organization to issue a letter in response to the LOI.

SPR chose to move forward with a new long-term contract based on the response to the LOI granting the new contract to the current Contract holder, Victory Heights Cooperative Preschool.

Victory Heights 4-5s, doing business as Victory Heights Cooperative Preschool, is a Washington State nonprofit corporation providing cooperative preschool programs for children and community events.

Victory Heights Cooperative Preschool's programs support early childhood education and provide public benefits that align with SPR's commitment to provide affordable opportunities to the public.

The programs offered by Victory Heights Cooperative Preschool are essential to children being ready to start school and support the physical, social, emotional, and educational development necessary for all children.

In CONSIDERATION of the mutual covenants contained herein, City and Contractor covenant and agree as follows:

Article 1. DEFINITIONS

The following terms shall have the following meanings, except as otherwise specifically modified in this Contract:

1.1 "Premises" is defined for purposes of this Agreement at the interior space Victory Heights Shelterhouse as located at, 1747 NE 106th St, Seattle, WA 98125 situated on real property described in Exhibit A (the "Property").

1.2 "Execution Date" means the date on which this Contract is signed by both parties.

1.3 "Expiration Date" means the date the Contract expires, unless amended.

1.4 "Superintendent" means the City's Superintendent of Seattle Parks and Recreation or their designee.

1.5 "Contract " means this Agreement, including all exhibits, attachments and addenda appended hereto, as now existing or hereinafter amended.

1.6 “City” means the City of Seattle

1.7 “SPR” means the City of Seattle’s Parks and Recreation department.

1.8 “Public Benefit” means the programs and services to be provided by the Contractor in exchange for an offset of use fees. Public Benefits can include but are not limited to fee discounts, scholarships, programming and stewardship activities. A Public Benefit may also be Community Programming if approved by the Superintendent.

1.9 “Public Benefit Report” means the document to be drafted by the Contractor and delivered to SPR identifying and quantifying delivered public benefit programming. The Public Benefit Report will be on the form attached as Exhibit D in this Agreement.

1.10 “Public Benefit Offset” means credits for services provided by the Contractor, in particular, the provision of Community Programming and building maintenance as described in Article 5.

Article 2. TERM OF AGREEMENT

The term of this Agreement shall start upon execution and expires ten years from the execution date unless amended by both parties or terminated based on the requirements stated in this contract.

Article 3. PREMISES

3.1 Grant. The City hereby grants the right to the Contractor to Operate and Use the Victory Heights Shelterhouse those certain premises referenced in Subsection 1.1 ("Premises"), which are located on the real property described on Exhibit A ("Property"). The Contractor shall have the use of the Premises year-round, January through June for school year programming, July through August for summer programming, and September through December for school year programming. The City will not permit the use of the Premises to any other group at any time.

3.2 Condition. The City allows the Use of the Premises, and the Contractor accepts the Premises in their "as is" condition.

3.3 Permitted Use. Contractor shall use the Premises for operating a cooperative preschool and for all necessary and related activities. As described in Article 8, the Contractor is also allowed to use the Premises for community events and community meetings with permission from SPR. The contractor is responsible for the property at all times regardless of who is utilizing the Premises.

3.4 Common Areas. During the Term, the Contractor and its licensees, invitees, and customers shall have the non-exclusive right to use the outdoor restrooms and other public areas of the Premises ("Common Areas") in common with the general public.

Article 4. PAYMENTS TO CITY

4.1 Use Fee, Utility Charge, Leasehold Tax Due Date. Commencing on the Execution Date the Contractor shall pay to the City at the address and to the account specified by the City, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States the monthly Use Fee, Utility Charges, and Leasehold Excise Tax specified in Subsection 4.3 due on the twentieth (20) day of each month. Any Additional

Charges are due to the city within twenty (20) days after written notice. Use Fee and, if appropriate, as reasonably determined by the City, Additional Charges shall be prorated on a daily basis for any partial month within the Contract Term and shall be paid upon the end of the first month or Contract Expiration date.

4.2 City Payment Locations. Use Fee, utility charges, and Leasehold Excise Tax (if applicable) can be paid to the City at the address shown below, or to such place as SPR may hereafter designate. Payments must include the invoice number and Customer number to be accurately applied to the correct account.

If Mailed:

City of Seattle

Treasury Department Accounts Receivable

PO Box 94626

Seattle WA 98124-6926

Contractor may also pay in person at:

Seattle Municipal Tower

700 Fifth Ave, Fourth Floor

Seattle, WA, 98104

4.3 Use Fee Amounts. Use Fee amounts are scheduled as indicated in this Section. Contract Years are based on the Execution date of this Contract.

Contract Year	**Use Fee in Cash (Monthly)**	**Public Benefits Due**	**Total Annual Use Fee**	**Total Annual**	**Total Combined Annual**	**Two-year total**

		(Monthly)		**Public Benefit**	**Use Fee & Public Benefit**	
Year 1/2	$600	$1,100	$7,200	$13,200	$20,400	$40,800
Year 3/4	$900	$1,100	$10,800	$13,200	$24,000	$48,000
Year 5/6	$1,050	$1,250	$12,600	$15,000	$27,600	$55,200
Year 7/8	$1,250	$1,400	$15,000	$16,800	$31,800	$63,600
Year 9/10	$1,450	$1,600	$17,400	$19,200	$36,600	$73,200
					Total:	$280,800

The 10-year contract value is $280,800.00 (Two hundred eighty thousand, eight hundred dollars). If the contract is extended for any reason beyond year ten (10) the Use Fee will be the same as year 9 and 10 as indicated in the table above. Year one starts on day one of the contract execution date and is in effect for 12 months.

4.4 Late and Refused Payments. In the event the Contractor fails to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of one percent (1%) per billing cycle from the date due until the date paid. Additionally, the bank fee charge shall be paid by the Contractor to the City for each check refused payment for insufficient funds or any other reason. If any of the fees or charges

change, SPR shall provide a written explanation to the Contractor of the amount by which such fees and charges have changed.

Article 5. PUBLIC BENEFITS

5.1. Public Benefits Offset. The Contractor shall submit a Public Benefits Plan by August 1 annually ("Plan") for each year of the Contract. The Plan will be set out on the form provided in Exhibit D or another form provided by or approved by the Superintendent. The Plan will set out Contractor's plan to publicize and provide Public Benefits and programming, as well as the estimated Public Benefits Program Credit to be earned by each of these activities. In calculating the value of the expected Public Benefits Program Credit, the Contractor may consider the value of programming, scholarships, stewardship activities, capital improvements, and volunteer hours provided to the community and approved by SPR. The Plan will contain enough information for the Superintendent to confirm that the proposed programming is consistent with Contract goals and City policy and to verify the dollar value of any Public Benefits Program Credits to be earned by delivery of Public Benefits. The Superintendent, or designee, acting reasonably, shall approve or revise the Contractor's Public Benefits Program Credit calculation following receipt of the Plan.

5.2 Public Benefits Report. The Public Benefits Report ("Report") will be due from the Contractor no later than September 30, annually. The Report shall be submitted along with the documentation necessary to demonstrate to the Superintendent's reasonable satisfaction that the Contractor provided all Public Benefits described in the Plan for the year. The documentation shall consist of, but not be limited to, a Public Benefits Report (Exhibit D), included in the Report will be total hours of programming, public

service hours, number and amount of scholarships, free services and values for all of the above, demographics of clients, academic impact analysis, and total number of low income and diverse populations served, and other permitted uses, dates, identification of the user/groups, and purposes for non-programming uses. The information provided must show how all elements of the Report directly impact community, how the financials are determined, and any additional information as requested to show that the reported activities are true Public Benefits and support the needs of the community. Additional organizational brochures and pamphlets may be submitted with the Report.

The Contractor will include in the Report a calculation of Public Benefits Program Credits (Credits) earned by the Contractor through reported public benefit programming and activities. This calculation will be made using the value of the Contractor's fee discounts, scholarships, programming, capital programming, and stewardship activities based on the estimated values set out in the Plan. If the Contractor seeks credit for any activity not set out in the Plan or that differs from the estimated value in the Plan, the Contractor will provide a written explanation why the claimed Credits should be available for that activity. The Superintendent will verify the availability and amount of Credits earned and make any credits earned adjustment as may be required in the Superintendent's reasonable discretion. If the Superintendent adjusts the Credits available from the amount claimed by the Contractor, the Superintendent will notify the Contractor of this adjustment and provide the Contractor an opportunity to clarify or explain the amount of the credits claimed. The Superintendent's determination of the value of Credits will be final and binding.

Contractor is required to meet the minimum Public Benefits amount annually as identified in Article 4, Subsection 4.3. If the Contractor surpasses the required annual

amount in any year during the term, that additional amount will be credited to the ten (10) year Public Benefits requirement. If the Contractor is unable to meet the required amount and a credit is held from a previous year within this contract Term that amount will be applied to cover the shortage. If they are unable to meet the required Public Benefits within the ten (10) year term a cash payment will be made by the Contractor to meet the shortage at the end of the contract. Any amount provided by the Contractor above the minimum amount required by the end of the Contract will be retained by the City to support the full Fair Market Rent not charged to the Contractor. No amount of funds provided in Public Benefits in excess of the minimum required for the Contract Term will be paid by the City to the Contractor or be exchanged for payment of rent or for any Additional Fees or charges.

5.3. City Approval. If the Superintendent or designee cannot determine the benefits or value of Public Benefits set out in either the Plan or Report, Superintendent may request additional information or documentation within ten (10) days of receipt. The Contractor will provide any requested information or documentation within ten (10) days of receiving Superintendent's request. Failure to provide agreed Public Benefits set out in the Plan will be a breach of this Agreement in addition to making specified Public Benefits Program Credits unavailable as an offset against Use Fees.

5.4 Regular Review. The Contractor and City will review the Plan on a regular basis to determine if changes need to be made to the Plan based on community need, program need, City requirements, or global changes and needs. Plan changes will be agreed upon by both parties, captured in an official business letter signed by both parties and implemented in the annual Plan.

Article 6. TAXES

6.1. Taxes. If applicable, the Contractor shall pay to SPR monthly whatever Leasehold Excise Tax is assessed pursuant to Chapter 82.29A RCW as a requirement of the Contractors use and occupancy of the Premises under this Agreement. In addition, the Contractor shall pay before their delinquency, all other taxes that may be due and payable with respect to property owned by and the activities of Contractor on the Premises to the extent failure to do so could result in a lien against the Premises.

6.2. Offset Inapplicable to Taxes. The reduction and offsetting of any Use Fee pursuant to Article 5 hereof shall have no effect on the amount of any Leasehold Excise Tax due and payable to the City or any other tax obligation of the Contractor. Unless the Contractor is exempt from the payment of Leasehold Excise Taxes, all such taxes are required.

Article 7. UTILITIES

7.1 Utility Charges. Commencing on the Use Fee Commencement Date, the Contractor shall pay to the City a monthly Additional Utility Charge of $150.00 (one hundred fifty dollars) for Contractor's use of utilities at the Premises, including but not limited to, electricity, water, and sewer. The Additional Utility Charge is payable at the same time and in the same manner as the Use Fee as indicated in Article 4.

7.2 Telecommunications and Data. The Contractor is responsible for any telephone or internet access required for their operations. No alterations or installation of services will be made to the structure of the facility without prior permission from SPR.

7.3. Refuse Collection, Recycling of Waste Materials. The Contractor shall provide all necessary housekeeping and janitorial services for the Premises to a level consistent

with other similar SPR facilities and operations and to the Superintendent's reasonable satisfaction. The Contractor shall be responsible for proper storage and removal of trash, litter pickup, and recycling consistent with City standards.

7.4. Interruption. The City shall not be liable for any loss, injury, or damage to person or property caused by or resulting from any variation, interruption, or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance, unless the same is attributed to SPR's gross negligence. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of the Contractor or to relieve the Contractor from any obligations hereunder or to give the Contractor a right of action against the City for damages. Contractor acknowledges its understanding that there may be City-planned utility outages affecting the Premises and that such outages may interfere, from time to time, with Contractor's use of the Premises. The City has no obligation to provide emergency or backup power to the Contractor. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of the Contractor. If utilities are interrupted at the Premises so as to render them unfit for their permitted uses, then the Use Fee for the year shall be abated for the duration of the disruption in the proportion that the number of days of the disruption bears to the number of days of the year.

Article 8. CONTRACTOR'S OPERATIONS

The Contractor must use the Premises to conduct Early Childhood Education (ECE) programming for children. The Premises may also be minimally used for community

events and activities, and meetings for the programs and/or the community. If the Contractor chooses to allow other community groups to use the facility outside of their program hours, they are required to always have a representative of the program on site during use by another community group. The Contractor can require reasonable payment for use of the space, however, all funds received must be used to support the Cooperative Preschool programming or community activities provided at no cost. The Contractor is responsible for any damage or destruction done to the premises by any outside user of the Premises.

Contractor shall use the Premises only for the permitted use as above and more fully described below. As City's willingness to enter into this Contract with the Contractor was predicated, in part, on the nature of the Contractor's business, and the compatibility of such business with the Building, Contractor shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without City's prior written consent. The Contractor shall promptly comply, at its sole cost and expense, with such reasonable rules and regulations relating to the use of the Premises and Common Areas as City, from time to time, may promulgate. Any newly promulgated rules and regulations shall not materially interfere with the Contractor's business for the Permitted Use nor shall such rules and regulations restrict the Contractor's rights or increase its obligations hereunder. In the event of any conflict between the rules and regulations promulgated by the City and the terms of this Contract, the term of this Contract shall prevail.

The Contractor shall maintain the Premises in a clean orderly and neat fashion and to set a standard established for other similar SPR properties, permitting no objectionable odors to be emitted from the Premises and shall neither commit waste nor permit any

waste to be committed thereon. Contractor shall not permit any accumulation of trash on or about the Premises. Contractor shall not create or contribute to the creation of a nuisance in the Premises and Contractor shall not engage in or permit any action that will disturb the quiet enjoyment of any other occupant in the Building.

Article 9 CONTRACTORS HOURS OF OPERATIONS

9.1 School Year and Summer Programs. The Contractor will be conducting programming during both the school year and summer months providing preschool opportunities, family events, community meetings, and other options as agreed upon with the Superintendent or designee. Annually, by August 31, the Contractor will submit the hours of operations and program timing to SPR for the school year and by June 1, for summer programming. Preschool operations are permitted to take breaks from programming in alignment with other school operations.

9.2 Closures. Subject to the Superintendent's prior approval, the Contractor may close the Premises or a portion thereof for a determined amount of time for repairs or any approved remodeling with a minimum of one week's prior notice to families and program participants. The Contractor shall close to accommodate reasonable operational requirements of City's business, upon thirty (30) days prior written notice to the Contractor, and the Contractor shall immediately close in the case of any emergency as determined by the Superintendent; provided, however, that if the Contractor closes pursuant to this sentence at the direction of the City, and if the Contractor remains closed at the direction of the City for more than three (3) days, then the Contractor's Use Fee and Additional Charges shall be prorated for the duration of the closure in the proportion that the number of

days of the closure bears to the number of days in the month. The Contractor shall furnish an approved sign at the Premises entrance advising the public of any approved closures, unless closed at the direction of the City.

Article 10. ALTERATIONS BY CONTRACTOR

The Contractor shall not make any alterations, additions, or improvements in or to the Premises without first submitting to City professionally prepared plans and specifications for such work and obtaining the City's prior written approval thereof. The Contractor covenants that it will cause all alterations, additions, and improvements to the Premises to be completed at the Contractor's sole cost and expense by a contractor approved by the City and in a manner that (a) is consistent with the City approved plans and specifications and any conditions imposed by the City in connection therewith; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for the City's benefit; (d) does not affect the structural integrity of the Premises or any of the Premises' systems; (e) does not disrupt the business or operations of any occupant of the Building; and (f) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the Premises. The Contractor shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions; and reimburse the City for any and all expenses incurred in connection therewith. Except as provided in Section 17 with regard to concurrent negligence, the Contractor shall indemnify, defend, and hold the City harmless from and against all losses, liabilities, damages, liens, costs, penalties, and expenses (including attorney's fees, but without waiver of the duty to hold harmless) arising from or out of Contractor's performance of such alterations, additions, and improvements, including, but not limited to, all which arise from or out of the

Contractor's breach of its obligations under terms of this Section. All alterations, additions, and improvements (expressly including all light fixtures; heating and ventilation units; floor, window, and wall coverings, and electrical wiring) except Contractor's moveable trade fixtures and appliances and equipment not affixed to the Premises (including without limitation furniture, computers, point of sale systems and registers) shall become the property of the City at the expiration or termination of this Contract without any obligation on its part to pay for any of the same. At the City's request, Contractor shall execute a deed or bill of sale in favor of the City with respect to such alterations and/or improvements. Notwithstanding the foregoing, Contractor shall remove all or any portion of such alterations and/or improvements on the expiration or termination of this Contract if the City specifically so directs, in writing, at the time of the City's issuance of its approval thereof. Within ninety (90) days after the completion of any alteration, addition, or improvement to the Premises, Contractor shall deliver to the City a full set of "as-built" plans of the Premises showing the details of all alterations, additions, and improvements made to the Premises by the Contractor.

Article 11. CARE OF PREMISES

11.1 General Obligations. The Contractor shall take good care of the Premises and shall reimburse the City for all damage done to the Premises that results from any act or omission of the Contractor or any of their officers, contractors, agents, invitees, licensees, volunteers, or employees.

11.2 Contractor Maintenance Obligations. The Contractor is responsible for the care and maintenance of all equipment owned by the Contractor. The Contractor is responsible for appliances (stoves, ovens, microwaves, refrigerators, etc.) for program use. The

Contractor is responsible for lighting fixtures, plumbing fixtures, light bulbs, and other basic equipment necessary for the health and safety of the facility and the program participants.

11.3 Custodial Services for Premises. The Contractor shall keep the interior of the building in a neat, clean, and sanitary condition, and shall provide all general cleaning and janitorial services, at no cost or expense to the City, as may be required for the Premises. The Contractor shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this Contract; the Contractor shall provide all necessary janitorial services to adequately maintain the inside of such areas using a company reasonably approved by the City. Contractor shall be responsible for keeping the areas immediately adjacent to the perimeter of such areas free of litter and clean of spills resulting from Contractor's operations.

11.4 Failure to Care for Premises. If, after the City provides written notice to the Contractor of the Contractor's failure to comply with this Section, Contractor fails to take good care of such areas, the City, at is option, may do so, and in such event, upon receipt of written statement from the City, Contractor shall promptly pay the entire actual cost thereof as an Additional Charge. City shall have the right to enter the Premises for such purposes. City shall not be liable for interference with light, air, or view.

11.5 City Maintenance Obligations. All normal repairs necessary to maintain the Building (including the structural aspects and exterior of the Premises), the Common Areas, and the heating, ventilation, utility, electric, plumbing, and other systems and equipment serving the Building (including the Premises) in a reasonably good operating condition, as determined by the City, shall be performed by the City at its expense. The foregoing sentence does not extend to maintenance occasioned by an act of omission of the

Contractor or its officers, agents, employees, invitees, or contractors. Except in the event of the City's gross negligence or intentional misconduct, there shall be no abatement or reduction of rent arising by reason of the City's making of repairs, alterations, or improvements.

11.6 Alterations. The City, in its discretion, may increase, decrease, or change the number, locations and dimensions of any hallways, lobby areas, Common Areas, and other improvements shown on the property that are not within the Premises. Such increase, decrease, or change shall not materially interfere with Contractor's use of the Premises as permitted in Subsection 3.3 Permitted Use. The City reserves the right from time to time to (i) install, use, maintain, repair, relocate, and replace pipes, ducts conduits, wires, and appurtenant meters and equipment for service to the Premises, or to other parts of the Building/Property where the Premises are located in areas above the suspended ceiling surfaces, below the floor surfaces, within the walls and elsewhere in the Building; (ii) to alter or expand the Building/Property; and (iii) to alter, relocate, or substitute any of the Common Areas. In performing any work described in (i), (ii), and (iii) of this subsection, the City shall make every reasonable effort to perform the work when school or programs are not in session, to notify the Contractor in advance of any work anticipated to affect the Premises, and to work with the Contractor in order to minimize any interruption or adverse effects on Contractor's use of the Premises. If the Contractor's employees are not personally present to permit entry and an entry is necessary in an emergency, the City may enter by master key or forcible entry without rendering the City liable except in the event of the City's gross negligence or intentional misconduct. Nothing contained herein shall be construed to impose upon the City any duty to repair or other obligation not specifically stated in this Contract.

11.7 Prohibition Against Installation or Integration of Any Work or Visual Art on the Premises Without City's Consent. The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. The Contractor shall not install on or integrate into or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the City's prior, express, written consent. The City's consent to installation of any such artwork may be granted, granted upon one or more conditions, or withheld in the City's discretion.

11.8 Contractor Indemnification of City Against Liability under Visual Artists Rights Act of 1990. The Contractor shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions, or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation, or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 11.5 of this Contract; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by the Contractor or any of its officers, employees, or agents. This indemnification obligation shall exist regardless of whether the City or any other person employed by the City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Contract.

Article 12. KEYS

12.1 Keys. Access through keys is granted to the Contractor by the City. The City oversees access for the security and safety of the Building. The SPR facilities Access and Security systems unit designates management and can terminate access, or request the return of City property including, but not limited to keycard, keys, electronic keys (CyberKey), etc., with notice. Upon request to surrender city issued keys and/or badges, the Contractor must return those items to an approved Contracts Administration & Support Office (CASO) designee or directly to the SPR Access Control unit.

Each key must be assigned and checked out by the Contractor for whom they will be issued. All costs associated with replacing any keys will be the responsibility of the Contractor including if SPR deems lock core replacement necessary. If applicable, an alarm code will be provided by SPR and can only be given to Contractor's staff.

12.2 Key Audits. The City may request key audits at any time, without notice. A response is required within seventy-two (72) hours of a key audit request. Audits initiated by the city may be performed on site or scheduled with the SPR Access Control Team, as determined by Access Controls. SPR will provide instruction at the time of a Contractor initiated audit.

12.3 Lost or Stolen Keys/Electronic Keys/Keycards. If a key is lost or stolen, the Contractor must notify the SPR Access Control team immediately. The Contractor will be billed for the cost of rekeying the door(s) in an amount to be determined by SPR. The current cost for replacement of keys and keycards is fifty dollars ($50.00) each, and two hundred and fifty dollars ($250.00) for electronic keys (CyberKey). All keys, electronic keys, and keycards remain the property of the City and **Duplication is Strictly Prohibited.** Access Control number is 206-684-4021 or email @ accesscontrols.parks@seattle.gov.

Article 13. SIGNS AND ADVERTISING

13.1 Signs. Contractor shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the Superintendent's prior written consent. The Contractor shall remove all signage at the expiration or termination of this Contract and repair any damage or injury to the Premises.

13.2 On-Premises Signs. The Contractor may install approved permanent exterior signage. Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event beginning as agreed upon before the event advertised through the conclusion of such event. Exterior signage shall include the Premises' name, Contractor's name, and the SPR logo and shall be constructed in a style and size consistent with SPR's sign policy.

13.3 Recognition. On materials printed after the date this Contract becomes effective, Contractor shall include a statement and the SPR logo on its printed materials stating, in effect, that: *"Seattle Parks and Recreation is a partner in supporting Victory Heights Cooperative Preschool."*

Article 14. SURRENDER OF PREMISES

14.1 General Matters. At the expiration or termination of the Contract Term, the Contractor shall return the Premises to the City in the same condition in which it was received on the Execution Date (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by the City pursuant to Article 10) reasonable wear and tear, casualty and condemnation damages not resulting from or contributed to by negligence of Contractor, excepted. Prior to such return, the Contractor shall remove its moveable trade fixtures and appliances and equipment that have not been attached to

the Premises and shall repair any damage resulting from their removal. In no event shall the Contractor remove floor coverings; heating or ventilating equipment; lighting equipment or fixtures; or window or wall coverings unless otherwise specifically directed by the City in writing at the time when the City's approval of their installation is issued. The Contractors obligations under this Section shall survive the expiration or termination of this Contract. The Contractor shall indemnify the City for all damages and losses suffered as a result of Contractor's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and appliances and to redeliver the Premises on a timely basis.

14.2 Cable and Wiring. Notwithstanding any provision to the contrary in this Contract and if the City so directs, on or by the expiration date, or if the Contract is terminated before the expiration date, within fifteen (15) days after the effective termination date, whichever is earlier, the Contractor shall remove all voice and data communication and transmission cables and wiring installed by or for the Contractor to serve any telephone, computer, or other equipment located in that portion of the Premises. Cables and wiring shall include all of the same located within the interior and exterior walls, through or above the ceiling, or through or below the floor, vertical or horizontal riser, raceway, conduit, channel, or opening connection opening of such portion of the Premises to be vacated and surrendered to the City as of such expiration date or earlier termination date. The Contractor shall leave the mud rings, face plates, and floor boxes in place.

Article 15. COMPLIANCE WITH LAW

15.1 General Requirements. The Contractor, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the

Charter and Municipal Code of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and the officers thereof, as such enactments now exist or are hereafter enacted or promulgated. The Contractor shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises. Whenever the Contractor is informed of any violation of any such law, ordinance, rule, regulation, license, permit or authorization committed by it or any of its officers, employees, contractors, subcontractors, agents, or invitees, the Contractor shall immediately desist from and/or prevent or correct such violation.

15.2 Licenses and Other Authorizations. The Contractor, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof, and shall submit to SPR evidence of the Contractor's satisfaction of all such requirements prior to the commencement of any modification of the Premises. The Contractor shall be responsible for payment of all fees and charges incurred in obtaining any required permits or other governmental approvals.

15.3 Nondiscrimination. The Contractor agrees to and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers, including the obligation to affirmatively act as described under the referenced Seattle Municipal Code.

The Contractor shall not discriminate against any employee, applicant for employment, student or prospective student and/or such student's family, because of race, color, age,

sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor shall affirmatively try to ensure all applicants, employees, students, prospective students, and their families are treated equally, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training as well as acceptance of student applications.

15.4 Americans with Disabilities Act. The Contractor acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to individuals with a disability. With respect to its Operations, the Contractor shall comply with the ADA and any other federal, state, or local disability rights legislation, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60. The Contractor shall not discriminate against any individual with a disability in the provision of services, benefits, or activities pursuant to this Agreement. The Contractor shall provide reasonable accommodations for participants and patrons with disabilities upon request, including but not limited to providing sign-language or oral interpretation, assistive listening devices, or alternate formats of written materials. The Contractor may establish reasonable timeframes for requests for accommodations and

will communicate the timeframes in any advertising. The Contractor shall promptly respond to and resolve any complaints regarding accessibility of its programs and shall notify the City of all accessibility complaints relating to the Victory Heights Shelterhouse within 72 hours of receipt.

15.5 Liens and Encumbrances. The Contractor shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. If, because of any act or omission of the Contractor, any mechanic or other lien or order for payment of money shall be filed against the Premises, the Contractor shall promptly notify the City of the same and, at the Contractor's sole expense, cause the same to be discharged or bonded within thirty (30) days after the date of notice of such filing. At the City's request, the Contractor shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

15.6 Hazardous Substances. The Contractor shall not, without the City's prior written consent, keep on or about the Premises any substances designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic, or harmful and/or subject to regulation under any federal, state, or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning, and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, Contractor shall promptly, timely, and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after the City's request therefor, provide evidence satisfactory to the City of

Contractor's compliance with all applicable governmental rules, regulations, and requirements; and comply with all governmental rules, regulations, and requirements, including those regarding the proper and lawful use, sale, and transportation generation, treatment, and disposal of Hazardous Substances. Any and all costs incurred by the City and associated with the City's inspection of the Premises and City's monitoring of Contractor's compliance with this Subsection, including City's attorney's fees and costs shall be Additional Charges and shall be due and payable to the City within ten (10) days after the City's demand therefor, if the Contractor's violation of this Subsection is discovered as a result of such inspection or monitoring. The Contractor shall be fully and completely liable to the City for any and all cleanup costs and expenses and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed with respect to Contractor's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises. The Contractor shall indemnify, defend and hold the City harmless from any and all of the costs, fees, penalties, charges, and expenses assessed against, or imposed, upon the City (as well as City's attorney's fees and costs) as a result of Contractor's use, disposal, transportation, generation, and or/sale of Hazardous Substances on or about the Premises. The indemnification obligation of this subsection shall survive the expiration or early termination of this Contract.

Article 16. BACKGROUND CHECKS AND IMMIGRANT STATUS

The City may require background checks for some or all of the Contractors and their employees and contracted workers who may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, and immigrant status

for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks.

Federal Immigration Enforcement Notification Requirements

A. This Section applies to Contractors and their employees and contracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.

B. As used in this Section, "Federal Immigration Authority" means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO) Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.

C. Prior to responding to any requests from the Federal Immigration Authority for access to City property or City information provided to Contractors through this Agreement, the Contractor shall notify the Project Manager immediately.

Such requests may include:

a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or

b. requests for City records, databases, technology or information (written or oral).

D. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the Contractor is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.

E. Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.

F. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require any City employee, the Contractor its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

Article 17. INDEMNIFICATION AND INSURANCE

17.1 Indemnification. The Contractor shall indemnify the City for and against any liability, claim, damage, cost or expense (including reasonable attorneys' fees) arising from or relating to the use and occupancy of the Premises and any portion thereof, and any act or omission of the Contractor or any of its officers, employees, agents, contractors, invitees, or volunteers on the Premises, and any claim by a third party arising from any of the foregoing. If any suit or action is brought against the City, the City shall give reasonable notice of such suit or action to the Contractor. Upon receipt of such notice, the Contractor shall defend the City, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Contractor jointly. If the City determines one or more principles of governmental or public law are

involved, the City retains the right to participate in such action. The above liability shall not be diminished even if any death, injury, damage, loss, cost, or expense may have been, or may be alleged to have been, contributed to by the negligence of the City or its officers, employees, or agents; provided, that nothing contained in this section shall be construed as requiring the Contractor to indemnify the City against liability for damage arising out of bodily injury to a person or damage to property caused by or resulting from the sole negligence of the City or any of its officers, employees, or agents.

17.2 Survival of Indemnification Obligation. The indemnification obligations of the Contractor hereunder shall survive the expiration or earlier termination of this Agreement.

17.3 Insurance to be secured by Contractor. Prior to the commencement of any activity on the Premises under this Agreement, the Contractor shall secure and shall thereafter maintain in full force and effect at no expense to City, insurance as specified in Exhibit B, Insurance Requirements. Insurance fulfilling these requirements is a condition for use of the premises and any programming on the premises. Updated insurance documents must be provided to the City before current insurance coverage expires.

If the Certificate of Insurance and the Endorsement or the Binder are not submitted to SPR and approved by the City before the current insurance expiration date, the Contractor may not use the Premises or provide programming on the Premises until it has submitted the required insurance documents. If the Contractor disregards this provision and attempts to use the Premises or continue programming on the Premises without proper insurance, SPR may choose to discontinue the Contractor's access to the Premises until all documents have been submitted to and approved by the City. If SPR has to change the lock core and keys due to discontinued access to the

Premises, then the Contractor will be required to pay for the new lock core and each new key requested. Reentry to the facility will be provided once both insurance documents are approved, and the cost of the lock core and keys has been paid in full.

17.4 Insurance Changes. If at any time the City determines then-current insurance coverages and limits of liability to be inadequate to protect the interests of the City, the City may require the Contractor to increase said coverage and/or liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to the Contractor. If the Contractor fails to update its insurance coverage as requested by the deadline, the City may follow the procedure outlined in Subsection 17.3 to prohibit the Contractor from operating on the Premises without appropriate insurance.

17.5 Notice of Cancellation. The Contractor shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Article 27, Subsection 27.2 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment premiums, in which case notice shall be given not less than ten (10) days prior to the date of cancellation.

17.6 General Requirements for Insurance. The limits of liability described in Exhibit B are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by the Contractor, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by the Contractor as respects this Agreement, nor (2) construed as limiting the liability of any of the Contractor's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

17.7 Subject to Approval. Each insurance policy required hereunder shall be (1) subject to reasonable approval by the City that it conforms with the requirements of this Section and Exhibit B, and (2) be issued by an insurer rated A- or higher in the then-current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provision of chapter 48.15 RCW (Unauthorized insurers). Any deductible or self-insured retention ("S.I.R.") must be disclosed to SPR and shall be subject to reasonable approval by the City. The Contractor shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Contractor to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of the Contractor. If a deductible or S.I.R. for GL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by the Contractor or a contracted third-party claims administrator, the Contractor agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

Article 18. DAMAGE OR DESTRUCTION

18.1 Report of Damage or Destruction. If the Premises are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, the Contractor shall notify SPR in writing within twenty-four (24) hours after its discovery.

18.2 Use Fee Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), and if the Contractor has given timely notice of such destruction or damage as provided by Article 18, then the Contractor's obligation to

pay the Use Fee shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Use Fee abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. Suppose only a portion of the Premises is damaged or destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonable determined by the Superintendent, and the Contractor has given timely notice of such destruction or damage as provided by this Article. In that case, the Contractor shall pay a reduced Use Fee that is proportionate to the extent of the Premises that remains usable for the purposes identified in Article 8 hereof, which reduced Use Fee amount shall be reasonably determined by the Superintendent and identified by notice to the Contractor, and paid by the Contractor through the date reasonable specified by the Superintendent in such notice or the late date specified in any subsequent notice.

18.3 Community Programming Obligation in Event of Damage or Destruction. If the Premises are destroyed or damaged by fire or other casualty, and such destruction or damage is so extensive as to render such Premises unusable (either because of the need to rebuild or to clean and refurbish the same), then the Contractor's obligation to provide Community Programming shall be abated until the date that the Premises are made useable. The unusability of the Premises and the duration of any such Community Programming abatement shall be reasonably determined by the Superintendent and confirmed by one or more notices to the Contractor. If only a portion of the Premises is damaged or destroyed by fire or other casualty but the remainder of such Premises remains usable, as reasonably determined by the Superintendent, then the Contractor shall offer a reduced schedule of Community Programming and/or offer Community Programming with a reduced capacity, as shall

be reasonably determined by the Superintendent, in consultation with the Contractor, and identified by notice to the Contractor.

18.4 Rebuilding and Repair. The City, in its sole discretion, may either repair, rebuild, or demolish the Premises. If the City elects to repair or rebuild, then upon written notice from the Superintendent, the Contractor shall reoccupy the Premises, the Use Fee abatement, or the reduction provided pursuant to this Article shall be discontinued, the full Use Fee shall again be due and payable, and the Community Programming schedule shall resume. The City shall not be liable to the Contractor for damages, compensation or any other sum for inconvenience, loss of business, or disruption arising from any repair, rebuilding, or closure of any portion or the whole of the Premises. Nor shall the City be required to repair or replace any equipment or property located on the Premises and owned or maintained by the Contractor or other users of the Premises.

18.5 Termination Rights in Event of Damage or Destruction.

- By Contractor: If a loss to any portion of the Premises effectively renders the entire Premises unusable in the reasonable opinion of the Superintendent, then the Contractor may elect to terminate this Agreement.
- By City: Unless SPR, within sixty (60) days after the occurrence of any such damage or casualty, gives notice to the Contractor of the City's election to restore the Premises, this Agreement shall automatically terminate.

Article 19. ASSIGNMENT OR SUBLEASE

Contractor shall not sublet or encumber the whole or any part of the Premises, nor shall this Contract or any interest thereunder be assignable or transferable by

operation of law or by any process of any court or otherwise without the prior written consent of the City, whose consent shall be given or withheld in its sole discretion. The granting of consent to a given transfer shall not constitute a waiver of the consent requirements as to future transfers. Any assignment or sublease, without the City's prior written consent, at the City's option shall be voided. No assignment or sublease shall release the Contractor from primary liability hereunder. Each assignment or sublease shall be by an instrument in writing in a form satisfactory to the City. If the Contractor is a corporation, then any transfer of the Contract by merger, consolidation, or liquidation, or any direct change, in the ownership of, or power to vote the majority of, Contractor's outstanding voting stock, shall constitute an assignment for the purposes of this Contract. If the Contractor is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

Article 20. ASSIGNMENT BY THE CITY

If the City sells or otherwise transfers the Premises, or if the City assigns its interest in this Contract, such purchaser, transferee, or assignee therefore shall be deemed to have assumed the City's obligations under this Contract arising after the date of such transfer, but this Contract shall otherwise remain in full force and effect. The Contractor shall attorn to City's successor, which assumes and agrees to perform all of the City's obligations under this Contract.

Article 21. EMINENT DOMAIN

21.1 Taking. If all of the Premises are taken by Eminent Domain, this Contract shall terminate as of the date the Contractor is required to vacate the Premises, and all Use Fees and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through, or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of the Contractor, in the reasonable judgment of the City, the Contractor may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after the City gives the Contractor written notice of the taking, and such termination shall be effective as of the date when the Contractor is required to vacate the portion of the Premises so taken. If this Contract is terminated, all Use Fees and Additional Charges shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Contract is not terminated, the City, at its expense, shall proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition they were in immediately prior to such taking, and the Contractor, at its expense, shall proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premise to the same condition they were in immediately prior to such taking, to the extent award is available therefor. The Use Fee and Additional Charges payable hereunder shall be reduced from the date the Contractor is required to partially vacate the Premises in the same proportion that the useable area taken bears to the total useable area of the Premises prior to taking.

21.2 Award. Except as otherwise provided below, the City reserves the right to the entire damage award or any payment for any taking by Eminent Domain, and the Contractor waives all claim whatsoever against the City for damages for termination of its leasehold interest in the Premises or for interference with its business. The Contractor hereby grants and assigns to the City any right the Contractor may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as the City, from time to time, may request. The Contractor, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by the Contractor on account of any loss incurred by the Contractor in moving the Contractor's merchandise, furniture, trade fixtures, and equipment and the cost of restoring its personal property and improvements made by it to the Premises.

Article 22. DEFAULT BY CONTRACTOR

22.1 Definition. If the Contractor violates, breaches, or fails to keep or perform any term, provision, covenant, or any obligation of this Contract; of if the Contractor files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for the Contractor's assets or if the Contractor makes an assignment for the benefit of the creditors, or if the Contractor is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; then the Contractor shall be deemed in default. ("Default")

22.2 City Remedies. If the Contractor has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within thirty (30)

days after written notice thereof has been provided to the Contractor, then the City shall have the following nonexclusive rights and remedies at its option. (1) to cure such default on the Contractor's behalf and at the Contractor's sole expense and to charge the Contractor for all actual and reasonable costs and expenses incurred by the City in effecting such cure as an Additional Charge; (2) to terminate this Contract; provided, however, that if the nature of the Contractor's obligation (other than monetary obligations and other than vacation or abandonment of the Premises) is such that more than thirty (30) days is required for performance, then the Contractor shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

22.3 Reentry by City Upon Termination. Upon termination of this Contract, the City may reenter the Premises, take possession thereof, and remove all persons therefrom, for which actions the Contractor shall have no claim thereon or hereunder. The Contractor shall be liable and shall reimburse the City upon demand for all actual and reasonable costs and expenses of every kind and nature incurred in retaking possession of the Premises. If the City retakes the Premises, the City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at any place selected by the City including a public warehouse, at the expense and risk of the Contractor. The City shall have the right to sell such stored property, after reasonable prior notice to the Contractor or such owner(s), after it has been stored for a period of thirty (30) days or more. The proceeds of such a sale shall be applied first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from the Contractor to the City; the balance, if any, shall be paid to the Contractor.

22.4 Vacation or Abandonment. If the Contractor vacates or abandons the Premises in their entirety and fails to reoccupy them within thirty (30) days after the city (1) delivers a notice to Contractor's notice address demanding re-occupancy and (2) mails by certified or registered mail a copy of the notice to any forwarding address given by the Contractor to the City in writing, the Contractor shall be in default under this Contract.

22.5 City's Non-exclusive Remedies Upon Termination due to Default of Contractor. Notwithstanding any reentry by the City and anything in the contrary in this Contract, in the event of the termination of this Contract due to Default of the Contractor, the liability of the Contractor for all sums due under this Contract provided herein shall not be extinguished for the balance of the Term of this Contract. The Contractor shall also be liable to the City for any other amount (excluding consequential or specific damages) necessary to compensate the City for all the detriment proximately caused by the Contractor's failure to perform its obligations under this Contract or that in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington. In the event of Termination due to Default of Contractor, the City will use reasonable efforts to mitigate its damages, but such efforts shall not be construed to be a waiver of the City's rights to be made whole by the Contractor in the event of such Termination. The provisions of this Subsection shall survive the expiration or earlier termination of this Contract.

Article 23. CITY'S REMEDIES CUMULATIVE; WAIVER

The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to a default or breach by the Contractor shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that the City may have under this Contract or by law or in equity. Neither the acceptance of the Use Fee nor any other act or omission of the City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Contract shall operate as a waiver of any past or future violation, breach, or failure to keep or perform any covenant, agreement, term, or condition hereof or to deprive the City of its right to cancel or forfeit this Contract, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to stop the City at any future time from promptly exercising any other option, right, or remedy that it may have under any term or provision of this Contract.

Article 24. DEFAULT BY CITY

The City shall be in default if it fails to perform its obligations under this Contract within thirty (30) days after its receipt of notice of nonperformance from the Contractor; provided, that if the default cannot reasonably by cured within the thirty (30) day period, the City shall not be in default if the City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon the City's default, the Contractor may pursue any remedies at law or in equity that may be permitted from time to time by the laws of the State of Washington.

Article 25. TERMINATION

25.1 Process for Termination of Contract

25.1.1 For Cause. Either party may terminate this Contract if the other party has materially breached the Contract and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party with the time stated in the Contract or, if no time is stated, within thirty (30) days after notice of breach has been provided to such other party. If, however, the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30) day period and diligently seeks to remedy the default of deficiency.

25.1.2 For Reasons Beyond the Control of the Parties. Either party may terminate this Contract without recourse by the other party where performance is rendered impossible or impractical for reasons beyond such party's reasonable control, such as but not limited to: acts of Nature, war or warlike operations; civil commotion; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

25.1.3 For Convenience. Either party, at any time, may terminate the Contract with ninety (90) days' written notice to the other party.

25.2 Notice of Termination. Notice of termination other than pursuant to Subsection 25.1.3 shall be given, in writing, by the Party terminating the Contract to the other party not less than thirty (30) days prior to the effective date of termination.

Article 26. ATTORNEY'S FEES

If either party retains the services of any attorney in connection with enforcing the terms of this Contract, each party agrees to bear its own attorney's fees and costs.

Article 27. NOTICES

27.1 Official Notices. Any notice, demand, or request required shall be given in writing to the party's address set forth in this Article by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first-class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgement of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier to the US Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messengers affidavit of inability to deliver stating the time, date, place, and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier.

27.2 Contact Information. All notices will be delivered to the individuals identified below or their replacement. The City and the Contractor will ensure that each party has the correct contact information for the representatives for this contract.

Seattle Parks and Recreation	Victory Heights Cooperative Preschool
Pamela Wilson Parks Concessions Coordinator Pamela.Wilson@seattle.gov 206-684-7818	Amelia Albert Liaison to Seattle Parks and Recreation Victoryheightsliaison@gmail.com 206-778-9664

300 Elliott Ave W, Suite 100 Seattle, WA 98119	1747 NE 106th St Seattle, WA 98125

This information will be updated annually since the Contractors' point of contact changes with the school year and based on Board appointments.

27.3 Updated Board Contact. The Contractor will provide an updated list of the Contractor's board to the City prior to the start of the school year, but no later than September 31.

Article 28. SUCCESSORS OR ASSIGNS

All of the terms, conditions, covenants, and agreements of this Contract shall extend to and be binding upon the City, the Contractor, and, subject to the terms of Section 19 and 20, their respective heirs, administrators, executors, successors, and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

Article 29. AUTHORITY AND LIABILITY

The Contractor warrants that this Contract has been duly authorized, executed, and delivered by the Contractor, and that the Contractor has the requisite power and authority to enter into this Contract and perform its obligations hereunder. The Contractor covenants to provide the City with evidence of its authority and the authorization of this Contract upon request. All persons and entities named as Contractor herein shall be jointly and severally liable for the Contractor's liabilities, covenants, and agreements under this Contract.

Article 30. PARTIAL INVALIDITY

If any court determines that any provision of this Contract or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Contract, or application of such provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each other term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 31. FORCE MAJEURE

Neither the City nor the Contractor shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to, an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, pandemic, strike, or labor disturbance, civil commotion, delay in transportation, governmental delay, or war; provided, however, that the foregoing shall not excuse the Contract from the timely payment of the Use Fee and Additional Charges due hereunder, when due.

Article 32. COUNTERPARTS

The parties may execute this Contract in counterparts, which, taken together, constitute the entire Contract.

Article 33. HEADINGS

The section headings used in this Contract are used for purposes of convenience and do not alter in any manner the content of the sections.

Article 34. CONTEXT

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

Article 35. EXECUTION BY CITY AND CONTRACTOR; EFFECTIVE DATE

Neither the City nor the Contractor shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Contract with particulars inserted. No contractual or other rights shall exist or be created between the City and the Contractor until all parties have executed this Contract and the appropriate legislative authority approves it. This Contract shall become effective on the date (the "Effective Date") on which this Contract is executed by the City and the Contractor and approved by the Seattle City Council. The City shall have no liability to the Contractor and shall have the right to terminate this Contract upon written notice to the Contractor if the Contract is legislatively disapproved.

Article 36. TIME OF ESSENCE; TIME CALCULATION METHOD

Time is of the essence with respect to this Contract. Except as otherwise specifically provided, any reference in this Contract to the word "day" means a "calendar day"; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday, or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday, or City holiday. Any reference in this Contract to the word "month" means "calendar month."

Article 37. STANDARDS

Contractor recognizes that, although it is operating its facilities as an independent contractor, SPR is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the public. The Contractor, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this facility. The Contractor shall operate and conduct the facilities on the Premises in a business-like manner and will not permit any conduct on the part of the Contractor's employees which would be detrimental to the City's operations.

Article 38. MISCELLANEOUS

38.1 Entire Contract; Applicable Law. This Contract and Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of the City and the Contractor concerning the Premises, and there are no other agreements or understanding, oral or written, between the City and the Contractor concerning the Premises. Any subsequent modification or amendment of this Contract shall be binding upon the City and the Contractor only if in writing and signed by both parties. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

38.2 Negotiated Contract. The parties to this Contract acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

To memorialize the agreements made, both parties hereby have caused this Concession Agreement to be executed by their respective representative(s) by signing below:

Contractor	**City of Seattle, Seattle Parks and Recreation**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibits:

Exhibit A: Legal Description or Property, Maps, and Images

Exhibit B: Insurance Requirements

Exhibit C: Public Benefits Plan- Initial Year

Exhibit D: Public Benefits Plan/Report Template

Exhibit A

Legal Description of Victory Heights Shelterhouse

The Victory Heights Shelterhouse is located on the following property, legally described as follows:

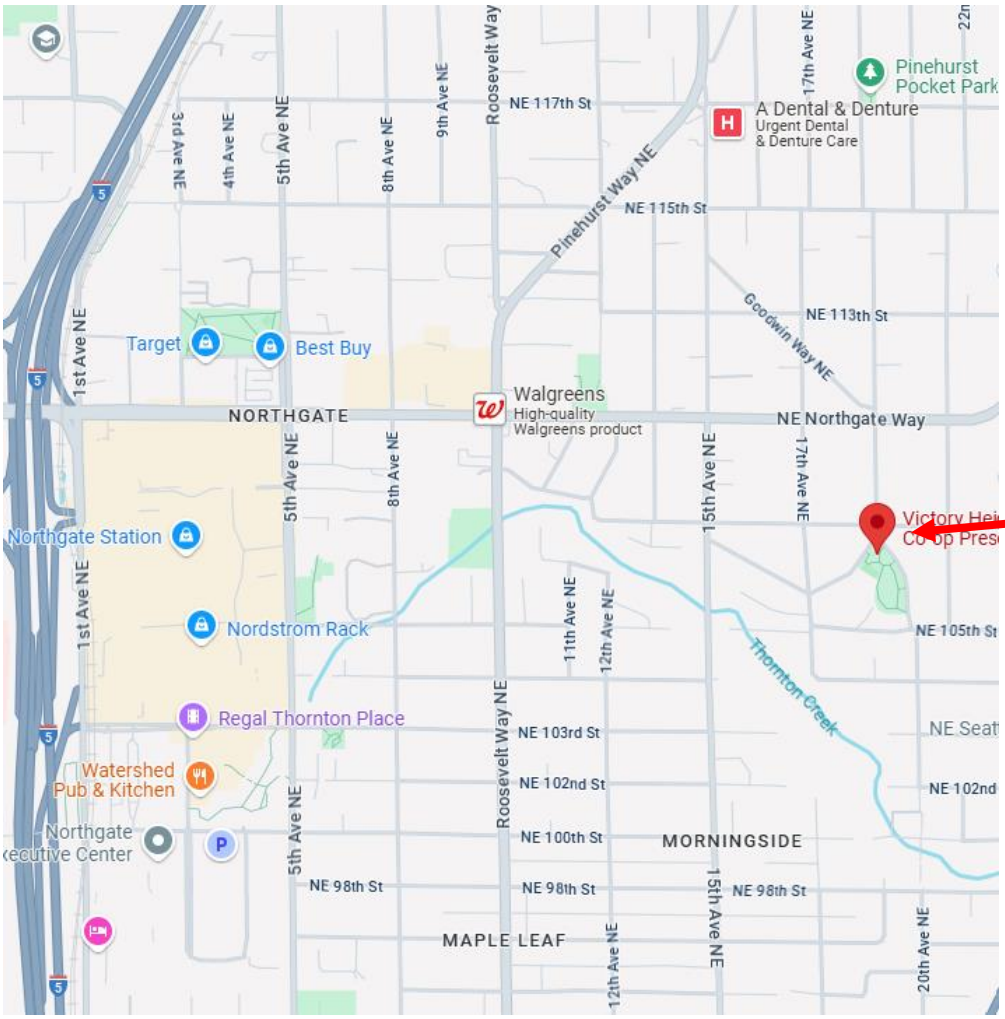
Victory Heights Shelterhouse/Playground

Lots 1, 2, Block B, Lots 1, 2, 3, 4, Block C, Replat of Blocks 12 and 13 of Victory Heights, together with that portion of vacated Seward Place Northeast adjoining.

Tax Parcel No.: 890150065

Address: 1747 NE 106th St, Seattle, WA





Victory Heights Shelterhouse


1719
1746
1911
1915
NE 106th St
1736
Victory Heights
Co-op Preschool
10550
19th Ave NE
1732
1741
1720
Victory Heights
Tennis Court
Victory Heights
Tennis Courts
1718
1710
NE 106th St
Victory
Heights
Playground
Park
19th Ave NE
10701
1735
1725
1726
Google

Exhibit B

Insurance Requirements

1.1 Minimum Insurance to be Secured and Maintained. Prior to the Execution Date, Contractor shall secure and shall thereafter maintain (or cause its Subtenant(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Contract Term, minimum insurance as specified below:

1.1.1. Commercial General Liability Insurance including:

Premises/Operations Liability

Products/Completed Operations Liability

Personal/Advertising Liability

Contractual Liability

Stop Gap/Employers Contingent Liability

Independent Contractors Liability

Liquor Liability/Host Liquor Liability (if liquor is being sold or served)

Fire Damage Legal Liability

Sexual Misconduct and Molestation Liability (If service provided involves working with at risk (elderly or minor) community)

Such policy(ies) must be endorsed as provided in Subsection 1.3. hereof and provide the following minimum limits:

$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage

$1,000,000 each Offense Personal and Advertising Injury

$100,000 each Occurrence Fire Legal Liability

$1,000,000 each Accident/ Disease - Each Employee Stop Gap

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.2 Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of $1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.3 Workers' Compensation securing Contractor's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington; provided, that if Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall certify that qualification by a letter that is signed by a corporate officer of Contractor and delivered to City that sets forth the limits of any policy of excess insurance covering its employees.

1.1.4 Property Insurance under which the Premises, the existing building (note: if tenant is leasing the whole structure/building The City may require they carry insurance on the structure), furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard “Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the continued payment of fixed costs during any interruption of Contractor’s business; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content. City shall be named as a loss payee as respects property insurance covering alterations, additions, and improvements under such policy.

1.2 General Requirements Regarding Contractor’s Insurance.

1.2.1 The insurance required by Subsections 1.1.1 applicable insurance shall be endorsed to include the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds. The applicable insurance required by Subsections 1.1.1 and 1.1.? shall be primary as respects City; shall provide that any other insurance maintained by City shall be excess and not contributing insurance with Contractor’s insurance; and shall provide that such coverage shall not be reduced or canceled without forty-five (45) days'' prior written notice to City, except ten (10) days prior written

notice to City with respect to non-payment of premium, at its address as specified in Subsection 1.9 hereof.

1.2.2 All insurance policies required hereunder shall be subject to reasonable approval by City's Risk Manager as to company, form, and coverage. All policies shall be issued by a company rated A–: V or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines broker.

1.2.3 Any deductible or self-insured retention in excess of $20,000 must be disclosed to, and shall be subject to reasonable approval by, City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Contractor.

1.2.4 Coverage and/or limits may be reasonably altered or increased as necessary to reflect type of or exposure to risk. City shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days'' prior written notice.

1.3 Evidence of Insurance. Before occupying the Premises, the following documents must be delivered to the City at its address as specified in or pursuant to Subsection 1.9., as evidence of the insurance coverage secured and maintained by Contractor.

1.3.1 On or before the Execution Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements.

A copy of the endorsement naming the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

A copy of an endorsement stating that the coverages provided by such policy to City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in or provided pursuant to Subsection 1.9; and

For the Commercial General liability and Business Automobile insurance to be secured and maintained pursuant to Subsection 1.1.1 and 1.1.2 hereof, a copy of the "Separation of Insureds" or "Severability of Interests" clause in such policy.

1.3.2 Pending receipt of the documentation specified in this Section 1, Contractor may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

1.4 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of Contractor or any insurer for any claim required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by the Contractor, whether those limits are primary, excess, contingent or otherwise. Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

1.5 Reconstruction Following Loss. Contractor shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair and restore the alterations, additions and improvements that Contractor made to the Premises that is at least equivalent to, or more suitable than, the alterations, additions and improvements that were damaged or destroyed, subject in all cases to any restrictions based on the building's status as a landmark or historical building.

1.6 Waiver of Subrogation. City and City's insurer(s) shall waive subrogation for damage to or destruction of the Building, Premises and City's furniture, fixtures, equipment and inventory in favor of Contractor except with respect to losses of City's aforesaid property of up to $100,000 that are attributable to Contractor's negligence and to which Contractor's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Contractor's negligence, Contractor agrees to reimburse City for the amount of its property insurance deductible up to $20,000. Contractor and Contractor's insurer(s) shall waive subrogation for damage to or destruction of Contractor's alterations, additions and improvements, furniture, fixtures, equipment and inventory in favor of City; however, in the event of a loss to Contractor's aforesaid property attributable to City's negligence, City agrees to reimburse Contractor for the amount of its property insurance deductible up to $100,000.

1.7 Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Contractor.

1.8 City Use of Premises; Third-Party Users. To the extent City uses, or permits any Third-Party Users to use, the Premises as contemplated in this Contract, Contractor may condition such use on receipt of evidence that such user maintains reasonably adequate commercial general liability insurance, listing Contractor as an additional insured on

such policies. City waives, as between City and Contractor, any Claims arising from or related to Third-Party Users' use of and activities within the Premises.

1.9 (Note: this may not be the case if the City chooses to have the tenant carry the property (structure/building) insurance) City Insurance. City shall, at its sole cost and expense, maintain property insurance under which the Premises, the existing building, furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Contractor makes to the building and Premises, are insured throughout the Contract Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) [intentionally omitted]; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content.

Exhibit C

Public Benefits Plan- Initial Year

Type	Program	Time of Year	
Community Program	Snowball Social and Book Swap - Circle Time to sing songs with kids and the community. Free hot chocolate, cider, and toppings. Book swap to take for free or exchange books. 100 attendees from both the community (Northgate/Lake City/Maple Leaf/Ravenna neighborhoods) and VH preschool members ($5 per free ticket value = $500). Plus 10 volunteers from VH preschool. Donation of baked goods ($5 x 52 items = $260.00). Coloring sheets, markers and stickers provided activity for children. Use of preschool tables, paper, markers, facilities to provide this ($50). Time spent organizing volunteers, notifying the community (Fliers left at Community Centers - Northgate, Meadowbrook, Ravenna, Akin-formerly Children's Home Society, Libraries - Northgate, Lake City, Cafes) (advertised online on ParentMap, Facebook, Seattle Child), creating and printing coloring sheets, setup, working at the event and cleanup (1,020 minutes = $684.76). Snowball Social and Book Swap - A total value of $1,494.76.	Winter	$1,494.76

Community Program	Community Bike Rodeo - 75 attendees from both the community (Northgate/Lake City/Maple Leaf/Ravenna neighborhoods) and VH preschool plus 25 volunteers from VH preschool ($10 per free ticket value = $750). Time spent organizing volunteers, notifying the community (Fliers left at Community Centers - Northgate, Meadowbrook, Ravenna, Akin-formerly Children's Home Society, Libraries - Northgate, Lake City, Cafes(advertised online on ParentMap, Facebook, Seattle Child), setup, working at the event and cleanup (1,095 minutes/60 18.25 hours x $40.28 volunteer value = $735.11). Snacks (value of $55) of veggies, granola bars, cheese sticks and fruit provided for all who attend the Bike Rodeo (children and parents) FREE. Donation of left-over baked goods to community organization - Fire station 31/Children's Hospital ($5 x 98 items= $490). Four different bike safety related activities for all children at the event. 1. turn signal safety course, 2. Figure 8 riding course 3. bike loop obstacle course, 4. helmet and bike decorating station. Helmet stickers and bike tassels (value of $72) were given away to children in attendance.	Spring	$5,554.89

	Sidewalk chalk, vests, cones, caution tape, crepe paper, broom used (a value of $175). Value of building usage - utilities, kitchen, tables, dishes (value$65/hour for 1 hour =$65). Bike Rodeo - A total value of $2,342.11.		
Community Program	Community Spring Carnival - 175 attendees from both the community (Northgate, Lake City, Ravenna, Maple Leaf) and VH preschool ($12 per free ticket value x 175 attendees = $2,100), plus 26 volunteers from VH preschool. Time spent organizing volunteers, notifying the community (Fliers left at Community Centers - Northgate, Meadowbrook, Ravenna, Akin-formerly Children's Home Society, Libraries - Northgate, Lake City, Cafes)(advertised online on ParentMap, Facebook, Seattle Child), setup, working at the event and cleanup. (3,405 minutes/60 =56.75 hours x $40.28 volunteer value = $2,285.89) Snacks of fruit, veggies, cheese sticks, and granola bars provided (a value of $144). Items used for event: chalk, caution tape, vests, paper, cardboard, tape, outdoor shelters, paper towels (value of $175). Activities were provided including face paint, sidewalk chalk, balloons, crepe paper, paints, various dishes/buckets, tattoos, wooden	Spring	$2,894.24

	games, bubbles and bubble supplies, items to make egg shakers (value of $70). Value for building usage ($65/hr): utilities, kitchen, tables, dishes ($65 x 2hr = $130). Donation of left-over baked goods to community organization - Fire Station 31/Children's Hospital ($5 x 130 items = $650) Spring Carnival - A total value of $5,554.89.		
Community Program	Community Sock Drive and other types of Fundraisers are held year-round. 100 pairs ($15/pair = $1,500) of socks were gathered from VH preschool members and donated to Akin (a non-profit that provides stability to families in need and is located near VH preschool). Time organizing this event (33 hours x 40.28 = $1329.24). Plus $65 building usage value.	Year round	$2,894.24
Scholarships	Every year, all seasons, youth are awarded VHCP in-house scholarships toward monthly tuition. Average of 20+, those who are in need are typically not turned away. Ages range from 1-5. Winter 2025: $847.77 (5 students) Spring 2025: $419.28 (2 students) Summer 2025: $553 (9 students) Fall 2025: $644.91 (6 students)	Year round	$2,464.96

Additional Public Benefit	1. Cleaning City of Seattle Parks. Includes trash pickup, leaf pickup, weeding, yardwork in the parks, using gloves, trash bags, reacher/grabber tools, as well as flower bed maintenance, adding soil and planting. $50 monetary value of these tools. Volunteer time cleaning parks: -Victory Heights Park: 1,030 min/60 = 17.16 hours x $40.28= $691.47 -Matthew's Beach: 60min= 1hour x $40.28= $40.28 -Pinehurst Park: 510min/60= 8.5 hours x $40.28= $342.38 -Roger's Park: 45min/60= 0.75 x $40.28= $30.21 -Gilman Park: 290min/60=4.83 hours x $40.28= $194.69 -Haller Lake/North Acres: 150min/60=2.5 x 40.28= $100.70 A total value of $1,449.73 for Park Cleaning.	Year round	$1,057.35.
Capital Improvements	Capital Improvements for the duration of the contract: Options or examples are painting, replacing cabinets, or flooring in the Shelterhouse	Year round or multiple years combined	$2,000.00

Exhibit D

Public Benefits Template Plan/Report Form

Victory Heights Cooperative Preschool - Public Benefits Summary

Table is intentionally blank

Public Benefits Category (Completed by SPR)	Contractual Requirement (Completed by SPR)	Applicable Metrics (Completed by SPR)	Value required per Agreement (Completed by SPR)	Summary of Public Benefit provided (Completed by Contractor)	Estimated (plan) or actual (Report) value of Services (Completed by Contractor)
Total Public Benefit Value Provided					

Public Benefit Required to Offset Rent*	
Public Benefit required or the exceeds required value	

Volunteer value may be reported as Public Benefit and valued at the most current rate for volunteers as listed under the National Value of Volunteer Time on the Independent Sector website:* ***https://www.independentsector.org/resource/the-value-of-volunteer-time/.* *The most current preliminary rate in 2026 is $42.98 per hour.*

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle Parks and Recreation

Title: An ordinance relating to Seattle Parks and Recreation; authorizing the Superintendent to enter into a ten-year contract with Victory Heights Cooperative Preschool to operate and provide management of the Victory Heights Shelterhouse located at 1747 NE 106th Street.

Background: The proposed Council Bill authorizes the Superintendent of Seattle Parks and Recreation (SPR) to execute for and on behalf of SPR a ten-year Operations and Use Contract with Victory Heights Cooperative Pre-school (VHCP) for the Victory Heights Shelterhouse to provide early childhood educational programming including preschool for infants through five years of age, as well as family and community events. SPR has maintained a long partnership with VHCP, who have maintained the contract for this facility since at least 1988.

Operator Selection and Award: SPR issued a Letter of Interest (LOI) for this property in 2024, and VHCP was the only contractor to respond.

SPR began contract negotiations with VHCP for the facility in the Summer of 2024. Both parties reached and agreed upon a financial term that provided a gradual approach to the use fee to support the operations of the preschool including salaries for teachers, affordable registration fees for families, funds for supplies and equipment, along with paying a Use Fee to the City that has a cumulative increase over the ten-year contract.

The total amount received from VHCP over the ten-year contract will be $280,800 paid in both cash and public benefits.

This legislation continues a long-standing collaboration with VHCP at Victory Heights Shelterhouse in providing early childhood education programs and community events and aligns well with SPR's commitment to provide affordable opportunities for the community.

Financial Terms: Per the contract, VHCP has agreed to the following financial terms, creating an annual two-year increase to the use fee schedule.

Contract Year	Use Fee in Cash (Monthly)	Public Benefits Due Monthly	Total Annual Use Fee	Total Annual Public Benefit	Total Combined Annual Use Fee & Public Benefit	Two-year total
Year 1/2	$600	$1,100	$7,200	$13,200	$20,400	$40,800
Year 3/4	$900	$1,100	$10,800	$13,200	$24,000	$48,000
Year 5/6	$1,050	$1,250	$12,600	$15,000	$27,600	$55,200
Year 7/8	$1,250	$1,400	$15,000	$16,800	$31,800	$63,600
Year 9/10	$1,450	$1,600	$17,400	$19,200	$36,600	$73,200
-	-	-	-	-	Total:	$280,800

Public Benefits: VHCP has identified public benefits that provide community engagement and support, scholarships, and capital improvements and/or maintenance and projects to the Shelterhouse. VHCP will focus community engagement on activities including seasonal community events and supply drives that provide donations to underserved communities. VHCP will ensure the greater neighborhood and community receive information about events by distributing fliers to surrounding community centers and local family-based non-profit organizations such as Akin. In addition, they have a social media presence through ParentMap, Facebook, and Seattle's Child.

Scholarships are a focus for VHCP, ensuring that children have the opportunity to participate in preschool opportunities. Annually, VHCP provides approximately twenty scholarships averaging about $2,465 for children and families. VHCP is determined to not turn away a family seeking early childhood education opportunities for their child(ren).

A portion of public benefits agreed to by VHCP over the next ten years include improvements to the Shelterhouse. VHCP commits to capital improvements or additional maintenance to the interior or exterior of the building which could include painting, floor repairs, and cabinet repairs. All capital improvements and maintenance will require consultation with and approval by SPR.

Summary Attachments:

Summary Attachment A – Victory Heights Playground Shelterhouse Map

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

Note: SPR does not anticipate that the new contract with VHCP will have significant financial impacts on the 2026 Adopted Budget as the budget already assumes concession revenues at this facility.

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

No.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

Not applicable.

c. What financial costs or other impacts might happen if this legislation is not implemented?

A decision not to implement this legislation would be a reduction in revenue and loss of public benefits totaling $280,800 over the next ten years (including capital investments), leaving an SPR facility with no activation, and impacting access to pre-school for roughly 42 students per year.

d. How might this legislation affect other City departments besides the one that proposed it?

Not applicable.

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4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

No

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

VHCP offers affordable early childhood education programs to the community including scholarships to qualifying families.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

SPR strives to prioritize equity as part of the contract process with community partners. The LOI for this process was advertised across numerous media outlets, social media platforms, non-profit organizations, and collaborative groups that support WMBE vendors.

3. What is the Language Access Plan for communicating with the public about this legislation?

Communication will be translated into languages as needed to meet the needs of the community.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

Not applicable.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

Not applicable.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

Not applicable.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No.

Summary Att A – Victory Heights Playground Shelterhouse Map

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.



Figure 1. Victory Heights Playground Shelterhouse Site Map w/ Building Location within Park

Legislation Text

File #: Appt 03505, **Version:** 1

Appointment of Kim Kkwafkwao as member, Seattle Human Rights Commission, for a term to July 22, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Kim Kkwafkwao*		
Board/Commission Name: *Seattle Human Rights Commission*		**Position Title:** *Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** 7/23/2025 **to** 7/22/2027 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Northgate*	**Zip Code:** *98133*	**Contact Phone No.:** *Private information*
Background: *Kim has been volunteering as a community representative on the Human Rights Commission Housing and Homelessness Task Force and is excited to take on the responsibilities of a full member. She is also a member of WashPIRG at the University of Washington, and has contributed to their efforts in affordable healthcare advocacy and helping to mobilize students in support of state policies. Kim has also volunteered with the New Voters Project, an initiative aimed at increasing voter participation among young people. She believes that meaningful change starts with working with local communities looks forward to continuing to engage with diverse communities and research policies that impact marginalized groups as a Human Rights Commissioner.*		
Authorizing Signature (original signature): Katie B Wilson **Date Signed (appointed):** 04/02/2026	**Appointing Signatory:** *Katie B. Wilson* *Mayor of Seattle*	

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

Kim Kkwafkwao

EXPERIENCE

CBRE, Seattle — *Meetings and Events Coordinator*

March 2025 - Present

- Assists with logistics, coordination and day-of execution of meetings, conferences and events.
- Provide support for attendees.
- Responsible for post event storage and inventory of tables, chairs, AV equipment and communicates timing on cleaning services.

North Helpline Food Bank, Seattle — *Volunteer*

March 2024 - Present

- Distribute food and essential supplies to people.
- Assist with organizing and stocking food items to ensure efficient distribution.

WashPIRG, University of Washington — *Member*

October 2023 - June 2024

- Collaborated with a team of students on public interest initiatives, including the New Voters Project, to strengthen democratic engagement and encourage voter participation.
- Assisted in outreach and fundraising efforts to raise awareness and support for affordable healthcare policies.
- Conducted research to promote awareness and drive policy change in Seattle and Washington State.

Kappa Kappa Gamma, Seattle — *VP Membership*

November 2022 - November 2023

- Managed a set budget, allocating resources effectively to meet recruitment and membership goals.
- Led the planning, coordination, and execution of multiple large-scale recruitment events, successfully increasing chapter membership.
- Developed and maintained a comprehensive database of over 400

SKILLS

- Communication skills
- Problem solving skills
- Organizational skills
- Research
- Adaptability
- Multitasking
- Proficient in Microsoft Office Suite
- Ability to operate office machinery
- Leadership skills
- Detail oriented

EDUCATION

University of Washington
Bachelor's Degree [2024]

LANGUAGES

English (Fluent)

French (Proficient)

potential recruits, ensuring efficient communication and tracking.

- Organized and streamlined logistics for recruitment meetings and chapter events, including scheduling, venue coordination, and attendee management.

The Westin, Seattle — *Front Desk Agent*

June 2022 - August 2022

- Efficiently managed guest reservations and maintained comprehensive guest records, ensuring a seamless check-in/check-out process.
- Collaborated with cross-functional teams to enhance guest satisfaction and resolve issues.
- Processed payments and managed financial transactions.
- Managed travel arrangements for guests.

Aritzia, Seattle — *Boutique Associate*

July 2021 - March 2022

- Delivered high-quality customer service by providing personalized shopping assistance and recommendations.
- Conducted inventory counts, ensuring stock accuracy and contributing to smooth store operations.

Seattle Human Rights Commission

March 2026

21 Members: Pursuant to *SMC 3.14.920,* all members subject to City Council confirmation, *2*-year terms except for the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51:

- *8* City Council-appointed
- *9* Mayor-appointed (includes 1 Get-engaged Mayor position)
- *4* Other Appointing Authority-appointed: Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	F		1.	Member	Bryennah Quander	7/23/25	7/22/27	2	City Council
1	M		2.	Member	Trevor Duston	7/23/25	7/22/27	1	Mayor
4	F		3.	Member	Amy Bailey	7/23/25	7/22/27	1	City Council
7	F		4.	Member	Gwen McCullough	7/23/25	7/22/27	1	Mayor
			5.	Member	VACANT	7/23/25	7/22/27	1	City Council
7	M		6.	Member	Kyle Tibbs	1/23/24	1/22/26	1	Mayor
2	F		7.	Member	Mariam Sulayman Koss	1/23/24	1/22/26	1	City Council
			8.	Member	VACANT	7/23/25	7/22/27	1	Commission
7	F		9.	Member	Beverly Smith	7/23/24	7/22/26	1	Mayor
3	M		10.	Member	Avery Hultgren	7/23/24	7/22/26	1	City Council
5	M		11.	Member	Brandon Monson	7/23/24	7/22/26	1	Mayor
			12.	Member	VACANT	7/23/26	7/22/28	1	City Council
			13.	Member	VACANT	7/23/25	7/22/27	1	Mayor
			14.	Member	VACANT	7/23/25	7/22/27	1	City Council
5	F		15.	Member	Kim Kkwafkwao	7/23/25	7/22/27	1	Mayor
4	M		16.	Get Engaged	Hector Garcia	9/1/25	8/31/26	1	Mayor
7	M		17.	Member	Phillip Lewis	7/23/24	7/22/26	1	City Council
2	F		18.	Member	Katie Gonser	1/23/24	1/22/26	3	Mayor
			19.	Member	VACANT	7/23/25	7/22/27	1	Commission
7	M		20.	Member	Nicholas Leydon	1/23/24	1/22/26	1	Commission
3	F		21.	Member	Miranda Catsambas	7/23/24	7/22/26	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

	Male (1)	Female (2)	Transgender (3)	NB/ O/U (4)	Asian (5)	Black/ African American (6)	Hispanic/ Latino (7)	American Indian/ Alaska Native (8)	Other (9)	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	4				2	1		1	3			
Council	2	3			1	1				1			1
Comm	1	0		1						1			
Total	7	8		1	1	3	1		1	5			1

List the corresponding *Diversity Chart* number (1 through 9) ****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary **O=** Other **U**= Unknown ****RD** Residential Council District number

Key: ***D** 1 through 7 or N/A -Diversity info is self-identified and voluntary.

Legislation Text

File #: Appt 03506, **Version:** 1

Appointment of J. Queen Adams as member, Seattle Human Rights Commission, for a term to July 22, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *J. Queen Adams*

Board or Commission Name: *Seattle Human Rights Commission*

Position Title: *Member*

☒ **Appointment** ☐ **Reappointment** ***Term of Position:** *7/23/2025* to *7/22/2027*

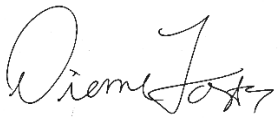
☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *Downtown*

Appointee brief overview:
Queen has spent her life helping others which eventually led to her involvement in human rights advocacy including anti-war and anti-discrimination efforts. Queens stands up for marginalized voices and those that don't have a seat at the table. She seeks to end homelessness and human rights violations in Seattle. With a Masters of Arts in Pastoral Ministry, Paralegal Certificate in Immigration Law, and Human Rights Consultant Certificate she believes she will be a thoughtful and contributing member of the commission.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
 **Date Signed:** 5.14.26	*Councilmember Dionne Foster*

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

J. Queen Adams

PROFESSIONAL PROFILE

Dedicated, compassionate teacher and youth care worker committed to using my education and experience to provide a first-class education to my students. Determined to help students compete and thrive in the area of innovative English and Spanish language instruction in a culturally sensitive manner. Develop engaging curricula and activities to enhance the learning environment with fun and creativity. TESOL-certified. Certificate in immigration law.

AREAS OF EXPERTISE

♦ESL Instruction ♦Spanish Language Instruction ♦At-risk youth care worker
♦ Writing / Editing Assistance ♦Crisis Intervention ♦Administrative

SUMMARY OF RELEVANT QUALIFICATIONS

- Tutor for elementary, intermediate and advanced ESL students. Teach Spanish and to adult student and Reading to elementary school students in the public school system.

- ESL Tutor for students worldwide. Help students with varying degrees of English knowledge learn English with conversation classes and company-sponsored curricula. Help students prepare for professional exams, interviews and applications for entrance to universities. Edit personal and professional content. Always aim to maintain a positive learning environment.

- Teacher's Aide for unaccompanied minors ages 12 to 17 in government-run migrant shelters. Teach ESL classes. Prepare classroom for teachers, assist students with classwork, correct assignments, assess student educational levels, troubleshoot technical issues with Zoom and resolve other issues as they arise. Maintain a positive learning environment.

- Substitute teacher for several charter schools in the greater Houston area. Teach core and specialized subjects including reading, math, English and Spanish to students in grades one through 12. Follow teacher's lesson plans in a way that ensures consistency and optimal learning and that encourages students to participate. Assign classwork according to lesson plans. Maintain a well-managed classroom and positive learning environment. Supervise students out of the classroom such as in the hallways and in the cafeteria.

- Mentor at-risk youth in a maximum watch oversight program for children in the custody of juvenile prison systems, state custody or private institutions. Provide guidance and compassionate care to troubled youth, ages 8—18, who come from backgrounds of abuse, criminal activity or where parental rights have been terminated. Intervene in conflicts among the youth, employing anger management techniques to diffuse tensions and to redirect aggressive behavior. Daily document behaviors, activities, and any issues of special concern. Write incident reports and recommend needed action to counselors for follow-up. First Aid Certification. Trained in CPI, HIPPA regulations, trauma-based care and de-escalation techniques

- Taught English as a Second Language to non-native, adult speakers from various countries. Taught in a multicultural learning environment that emphasized respect for diversity, and enabled international students to learn about their fellow students' cultures. Developed weekly lesson plans for adult students of various ages and intellectual capabilities. Fostered a culture of teamwork to assist students who needed extra help in comprehending English grammar. Monitored students' progress and conferred with other teachers to improve the continuity and pertinence of the lessons and learning objectives. Because many students were seeking to become US citizens, I structured lessons around matters of practical living. Wrote curricula in conjunction with assigned textbooks to make the lessons relevant to the needs of students. Drafted and corrected homework assignments, prepared and administered exams and subsequently corrected them. When the Founder of Lado International Institute paid a surprise visit to the school, he overheard the laughter in my class and later told me, "That's the way it's supposed to be done."

- Taught Spanish language to students in grades K1 to eighth grade. Developed and created engaging lesson plans to increase their proficiency of the Spanish language as well as aid their learning of Spanish and Hispanic cultures around the world. Graded homework,

designed and administered proficiency exams and communicated with the school principal regarding the needs of the students. Enriched the learning environment with age-appropriate educational games and activities, including a field trip where students were only allowed to speak Spanish. Employed real-life dialogues to reinforce classroom training.

- Freelance writer/editor for individuals, groups and companies. Drafted resumes, cover letters and letters of inquiry. Aided applicants in their search for employment and provided relevant references. Proofread and edited books, large technical documents, legal briefs and employee training manuals. Also wrote technical training materials for an IT help desk, and a large, international call center.

- As a student teacher, I taught ESL classes to Spanish students from the University of Sevilla in Seville, Spain. Through this practicum, I was able to put the teaching strategies and methodologies learned in my ESL class into practice. After viewing my student performance, my professor told me that I had a “gift to teach.”

PROFESSIONAL EXPERIENCE

ESL Tutor and Spanish Teacher, Varsity Tutors, Inc., Boston, MA, 2023—present
ESL Tutor, Cambly, Inc., San Francisco, CA, 2021—2023
Teacher's Aide, Krucial Staffing, Houston, TX, 2019—present (on-call work)
Bilingual Substitute Teacher, Kelly Services, Houston, TX, 2019—2022
Direct Care Staff, Georgia Baptist Children’s Home, 2015—2019
Freelance Writer / Editor, Chattahoochee Hills, GA, 2001—present

EDUCATION

Certificate in Immigration Law, University of Georgia, Athens, GA, 2018
120 Hours TESOL Certification, International Open Academy, July, 2018
Bachelor of Arts in Communications / Spanish, Heidelberg College, Tiffin, OH

SEATTLE HUMAN RIGHTS COMMISSION

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms except for the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51:

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed:

Roster as of May 2026

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member	Bryennah Quander	7/23/25	7/22/27	2	City Council
2	Member	Trevor Duston	7/23/25	7/22/27	1	Mayor
3	Member	Amy Bailey	7/23/25	7/22/27	1	City Council
4	Member	Gwen McCullough	7/23/25	7/22/27	1	Mayor
5	Member	J. Queen Adams	7/23/25	7/22/27	1	City Council
6	Member	Kyle Tibbs	1/23/24	1/22/26	1	Mayor
7	Member	Mariam Sulayman Koss	1/23/24	1/22/26	1	City Council
8	Member	VACANT	7/23/25	7/22/27	1	Commission
9	Member	Beverly Smith	7/23/24	7/22/26	1	Mayor
10	Member	Avery Hultgren	7/23/24	7/22/26	P	City Council
11	Member	Brandon Monson	7/23/24	7/23/26	P	Mayor
12	Member	VACANT	7/23/26	7/22/28	1	City Council
13	Member	Zoe Stylianides	7/23/25	7/22/27	1	Mayor
14	Member	David Isaak	7/23/25	7/22/27	1	City Council
15	Member	Kim Kkwafkwao	7/23/25	7/22/27	1	Mayor
16	Get Engaged	Hector Garcia	9/1/25	8/31/26	1	Mayor
17	Member	Phillip Lewis	7/23/24	7/23/26	1	City Council
18	Member	Katie Gonser	1/23/24	1/22/26	P	Mayor
19	Member	VACANT	7/23/25	7/22/27	1	Commission
20	Member	Nicholas Leydon	1/23/24	1/22/26	1	Commission
21	Member	Miranda Catsambas	7/23/24	7/22/26	1	Commission

Self-identified diversity chart

Appointing Authority	Male	Female	Transgender	Non-Binary	N/A	Asian	Black/ African American	American Indian/ Alaska Native	White/ non-Hispanic	Hispanic/ Latinx	Pacific Islander	Middle Eastern	Multi - racial	N/A
Mayor	4	5					2		4	1				2
Council	3	4				1	1		1				1	3
Other	1	1		1					1					1
Total	8	10		1		1	3		6	1			1	5

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	2	2	2	3	2	0	7	0

*__P__ is for partial initial term. Appointee is eligible for full terms thereafter.

Legislation Text

File #: Appt 03507, **Version:** 1

Appointment of David J. Isaak as member, Seattle Human Rights Commission, for a term to July 22, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *David J. Isaak*

Board or Commission Name: *Seattle Human Rights Commission*

Position Title: *Member*

☒ **Appointment** ☐ **Reappointment** ***Term of Position:** *7/23/2025* to *7/22/2027*

☐ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

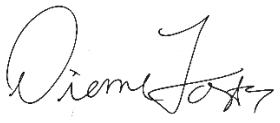
Residential Neighborhood: *Queen Anne*

Appointee brief overview:

David's career has been grounded in a commitment to strengthening the relationship between people and the institutions that serve them, with a focus on expanding civic participation, advancing equity, and ensuring that communities can engage meaningfully in public life. Over nearly two decades in public service, he has worked at the intersection of governance, community engagement, and human rights—designing programs and systems that elevate community voice, improve accountability, and promote inclusive decision-making.

David served in senior leadership roles with the U.S. Agency for International Development, where he directed large-scale programs focused on democratic governance, rule of law, and human rights. He managed complex portfolios, led multicultural teams, and worked closely with governments, civil society organizations, and community leaders to advance justice, accountability, and inclusion. And, in his current role with the City of Bellevue, he leads a portfolio of neighborhood outreach and civic engagement programs that connect residents with local government and with one another.

David believes that inclusive civic participation and the protection of human rights are deeply interconnected. Communities are strongest when residents feel they belong, when their voices are heard, and when institutions are accountable to them.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
 **Date Signed:** 5.14.26	*Councilmember Dionne Foster*

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

David J. Isaak

Seattle, Washington

PROFILE

Public service leader, city planner, and democracy practitioner with nearly two decades of experience designing and leading large-scale civic engagement, governance reform, and community development initiatives across local, national, and international contexts.

Proven track record leading multicultural teams and building partnerships among government agencies, civil society organizations, and community stakeholders. Deep expertise in participatory governance, civic infrastructure, and community-centered program design.

Currently serving in local government in the Puget Sound region, leading neighborhood outreach and civic engagement programs that connect residents with municipal decision-making and strengthen inclusive participation across diverse communities.

AREAS OF EXPERTISE

Neighborhood Outreach and Civic Engagement Systems
Deliberative Democracy and Participatory Governance
Public Sector Leadership and Program Management
Community Partnerships and Coalition Building
Urban Governance and Participatory Planning
Equity, Inclusion, and Cross-Cultural Engagement
Public Dialogue, Facilitation, and Conflict Navigation
Policy Development and Institutional Reform

PROFESSIONAL EXPERIENCE

Neighborhood Outreach Manager

City of Bellevue, Washington – Community Development Department
2025–Present

Lead Bellevue's neighborhood outreach and community engagement strategy, overseeing a comprehensive portfolio of programs designed to strengthen civic participation, neighborhood leadership, and resident connection to local government.

- Direct a citywide suite of **civic engagement and neighborhood programs** serving a diverse and rapidly growing population, including:
    - **Bellevue Essentials** – a competitive, multi-week civic leadership program engaging residents in deep learning on city operations, policy, budgeting, and governance, with alumni actively participating in boards, commissions, and community leadership roles.
    - **Experience Bellevue** – a citywide engagement platform offering immersive workshops, city tours, and interactive programming that connects residents to services, infrastructure, and decision-making processes.
    - **Cultural Conversations** – a long-running dialogue initiative that fosters cross-cultural understanding, community storytelling, and relationship-building across Bellevue's diverse communities.
    - **NeighborLink and Block Party Program** – supports resident-led neighborhood events, service activities, and community-building initiatives that strengthen social cohesion and local leadership.
    - **Neighborhood Enhancement Program (NEP)** – supports resident-driven neighborhood improvement projects through structured proposal, prioritization, and implementation processes.
- Lead strategic efforts to expand participation among historically underrepresented communities, including immigrant populations, multilingual residents, and communities with limited prior engagement in civic processes.
- Oversee language access and inclusive outreach strategies, ensuring programs and communications are accessible across Bellevue's highly diverse population.
- Supervise and mentor staff responsible for program delivery, community partnerships, and public engagement initiatives, fostering a collaborative and high-performing team culture.
- Facilitate public meetings, community dialogues, and cross-cultural engagement events, often navigating complex community dynamics and competing priorities.
- Build and sustain partnerships with neighborhood associations, community-based organizations, nonprofits, and informal community leaders to strengthen grassroots engagement and trust.
- Coordinate across city departments—including planning, transportation, public safety, and utilities—to align engagement efforts and improve responsiveness to community needs.
- Contribute to citywide initiatives focused on community trust, civic participation, and inclusive governance, including preparation for major regional events and long-term growth planning.

Director, Office of Education and Democracy & Governance

U.S. Agency for International Development (USAID)

U.S. Embassy Maputo, Mozambique | 2023–2025

Led one of USAID's largest integrated portfolios, combining education, governance, and civic engagement to strengthen democratic institutions and public service delivery.

- Directed a $175M portfolio spanning primary education, democratic governance, rule of law, civil society, and independent media.
- Designed and implemented the U.S. Government's strategy for Mozambique's 2024 general elections, including civic education, electoral integrity, media engagement, and legal defense for detained civil society actors.
- Led national-level civic engagement initiatives reaching millions of citizens through community radio, media partnerships, and public outreach campaigns.
- Partnered with the Attorney General's Office and Supreme Court to:
    - Launch Mozambique's first digital asset declaration system for public officials
    - Support digitization of national case tracking systems
    - Expand access to justice through mobile court initiatives
- Managed engagement with the Global Partnership for Education ($300M+ pooled fund), aligning donor investments and national education strategy.
- Coordinated with multilateral partners (World Bank, UN agencies, IMF) to align governance and public financial management reforms.
- Supervised 11 staff overseeing 13 mechanisms and 150+ personnel, providing leadership, coaching, and performance management.
- Navigated complex political and operational challenges, including democratic backsliding, protests, and institutional instability.

Director, Office of Democracy, Rights, and Governance

USAID – U.S. Embassy Kathmandu, Nepal

2019–2023

Directed one of USAID's most complex democracy portfolios, focused on institutional reform, civic participation, and public accountability.

- Managed an $80M+ portfolio across electoral reform, rule of law, human rights, and civic engagement.
- Designed and led a $46M flagship democratic reform initiative integrating civic education, local governance strengthening, and digital engagement tools.

- Supported governance reform across all 753 municipalities, enabling participatory planning, improved procurement systems, and local service delivery improvements.
- Led national voter engagement campaigns generating 40M+ social media interactions, the most successful youth-targeted campaign in South Asia.
- Spearheaded Nepal's successful entry into the Open Government Partnership and supported development of its first national e-governance roadmap.
- Piloted civic trust and gender audits of judicial institutions, directing resources toward underserved regions.
- Co-chaired UNDP and EU governance working groups managing $100M+ pooled donor funds.
- Led efforts supporting anti-trafficking policy reform, contributing to Nepal's ratification of the Palermo Protocol.
- Supervised and mentored a 13-person multicultural team, building leadership pipelines and strengthening institutional capacity.

Development and Stabilization Advisor

Southern Syria Assistance Platform – U.S. Embassy Amman
2016–2019

Led U.S. government stabilization and governance programming in conflict-affected regions of Syria.

- Managed a $140M portfolio supporting local governance, service delivery, and economic recovery in opposition-held and post-ISIS areas.
- Facilitated community-led planning processes for water, electricity, health, and education services benefiting over 300,000 people.
- Negotiated agreements between conflict actors to restore essential infrastructure, including reopening hospitals and irrigation systems.
- Represented the U.S. government in the Syria Recovery Trust Fund, coordinating with EU and Gulf donors.
- Produced political economy analyses and research on civic trust, service delivery, and displacement dynamics.
- Served in frontline deployments coordinating with humanitarian and civilian partners under high-risk conditions.

Senior Development Policy Advisor
USAID – Bureau for Policy, Planning and Learning
Washington, DC | 2013–2014
Led high-level policy development connecting governance reform, inclusion, and poverty reduction.

- Co-led U.S. government strategy on ending extreme poverty, shaping global policy frameworks.
- Co-authored USAID's first LGBT Vision for Action, advancing inclusive development policy.
- Designed participatory policy processes engaging civil society organizations worldwide.
- Managed evidence synthesis and worked with leading think tanks to inform policy decisions.
- Drafted briefings for senior U.S. government leadership, including the President's Global Development Council.

Program Officer
USAID – Madagascar and Comoros
2010–2013

- Managed monitoring, evaluation, and program design for an $80M+ multi-sector portfolio across health, education, and humanitarian assistance.
- Led participatory program design processes to strengthen community ownership and sustainability.
- Served as gender advisor, integrating demographic analysis into program strategy.

Director of Community Development
Community Development Support Association
Enid, Oklahoma | 2008–2009

- Led grassroots community development initiatives focused on housing, early childhood development, and social services.
- Directed a $3M capital campaign to redevelop a former Superfund site into a 40,000 sq. ft. nonprofit center.
- Built bipartisan coalitions across local government, nonprofits, and community stakeholders.
- Facilitated community forums and needs assessments to ensure resident-driven program design.

Organizational Development Consultant

Habitat International Coalition – Santiago, Chile
2007

- Conducted institutional assessment of global civil society networks focused on land and housing rights.
- Designed reform strategies to improve governance, coordination, and advocacy effectiveness.

EDUCATION

Massachusetts Institute of Technology (MIT),
2016 Master in City Planning (MCP)

Lund University, Sweden, 2008
M.A., Development Studies and Management

University of Oklahoma, 2003
B.A., International and Area Studies, magna cum laude

HONORS

USAID Meritorious Honor Awards (multiple)
U.S. Department of State Superior Honor
Awards MIT Urban Governance Fellowship
Harvard Caroline Cady Huey Award for Diplomatic Service

LANGUAGES

English (native)
Portuguese
(professional)
French and Spanish (intermediate)

SEATTLE HUMAN RIGHTS COMMISSION

21 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 2-year terms except for the Get Engaged member who will serve a 1-year term pursuant to SMC 3.51:

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed:

Roster as of May 2026

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member	Bryennah Quander	7/23/25	7/22/27	2	City Council
2	Member	Trevor Duston	7/23/25	7/22/27	1	Mayor
3	Member	Amy Bailey	7/23/25	7/22/27	1	City Council
4	Member	Gwen McCullough	7/23/25	7/22/27	1	Mayor
5	Member	J. Queen Adams	7/23/25	7/22/27	1	City Council
6	Member	Kyle Tibbs	1/23/24	1/22/26	1	Mayor
7	Member	Mariam Sulayman Koss	1/23/24	1/22/26	1	City Council
8	Member	VACANT	7/23/25	7/22/27	1	Commission
9	Member	Beverly Smith	7/23/24	7/22/26	1	Mayor
10	Member	Avery Hultgren	7/23/24	7/22/26	P	City Council
11	Member	Brandon Monson	7/23/24	7/23/26	P	Mayor
12	Member	VACANT	7/23/26	7/22/28	1	City Council
13	Member	Zoe Stylianides	7/23/25	7/22/27	1	Mayor
14	Member	David Isaak	7/23/25	7/22/27	1	City Council
15	Member	Kim Kkwafkwao	7/23/25	7/22/27	1	Mayor
16	Get Engaged	Hector Garcia	9/1/25	8/31/26	1	Mayor
17	Member	Phillip Lewis	7/23/24	7/23/26	1	City Council
18	Member	Katie Gonser	1/23/24	1/22/26	P	Mayor
19	Member	VACANT	7/23/25	7/22/27	1	Commission
20	Member	Nicholas Leydon	1/23/24	1/22/26	1	Commission
21	Member	Miranda Catsambas	7/23/24	7/22/26	1	Commission

Self-identified diversity chart

Appointing Authority	Male	Female	Transgender	Non-Binary	N/A	Asian	Black/ African American	American Indian/ Alaska Native	White/ non-Hispanic	Hispanic/ Latinx	Pacific Islander	Middle Eastern	Multi - racial	N/A
Mayor	4	5					2		4	1				2
Council	3	4				1	1		1				1	3
Other	1	1		1					1					1
Total	8	10		1		1	3		6	1			1	5

City Council districts represented

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total	2	2	2	3	2	0	7	0

*__P__ is for partial initial term. Appointee is eligible for full terms thereafter.

Legislation Text

File #: Appt 03508, **Version:** 1

Appointment of Thomas Geffner as member, Seattle Social Housing Public Development Authority Governing Council, for a term to May 22, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Thomas Geffner*

Board or Commission Name: *Seattle Social Housing Public Development Authority*

Position Title: Member

☒ **Appointment** ☐ **Reappointment** ***Term of Position:** 5/23/2023 to 5/22/2027

☒ *Serving partial term (eligible for full terms thereafter)*

Appointing Authority: ☒ City Council ☐ Mayor ☐ Other: *Insert Appointing Authority*

City Council Confirmation Required? ☒ Yes ☐ No

Residential Neighborhood: *Denny Triangle*

Appointee brief overview: Thomas Geffner's career has focused on creating and preserving affordable housing through innovative, mission-driven real estate development. Over the course of his professional experience, Thomas has led the sourcing, underwriting, financing, and execution of complex multifamily and affordable housing projects across the Pacific Northwest.

His experience spans projects totaling more than 2,770 housing units and $926 million in development value. He has worked as a development manager in both nonprofit and private-sector environments, structuring transactions that combine LIHTC, HUD financing, tax-exempt bonds, institutional equity, and philanthropic investment. In his current role with Great Expectations SPC, he leads acquisitions and development efforts, with a focus on innovative financing strategies and rapid housing delivery. He is experienced in aligning public agencies, lenders, investors, consultants, and community stakeholders to advance complex real estate transactions from concept through execution.

Appointing Authority Signature:	**Appointing Authority Printed Name and Title:**
 **Date Signed:** 5/13/2026	*Councilmember Dionne Foster*

**For most boards and commissions, the term begin and end date is fixed and tied to the position and not the appointment date.*

Thomas Geffner

AFFORDABLE HOUSING DEVELOPMENT PROFESSIONAL

Development Manager for 2,774 units of affordable housing with total value of $926M+

Highly successful career in affordable housing development and finance. Track record demonstrating innovation, efficiency and leadership across all phases of the real estate development cycle. Fast learner adept at navigating complexity. Experienced in both non-profit and for-profit contexts.

Financial Structuring	Process Improvement	Project Design
Sourcing Opportunities	Team Leadership	Excel Modeling
Project Management	Stakeholder Relations	Negotiations

PROFESSIONAL EXPERIENCE

Acquisitions and Development Manager, Great Expectations SPC, Seattle, WA, October 2025 – Present. *Mission-Driven Affordable housing developer with focus on non-tax credit financing structures.*

As Acquisitions and Development manager, I am responsible for building a pipeline of new projects for the firm, leading sourcing, underwriting, and execution of complex real estate transactions across the Pacific Northwest. My role involves structuring and closing deals using layered capital stacks (HUD, tax-exempt bonds, agency debt, institutional equity and philanthropic investments), while coordinating lenders, investors, public agencies, and legal teams.

Development Manager, Community Roots Housing, Seattle, WA, Jan 2023 – July 2024 *Public Development Authority with 40 year track record of innovation, including 2015 ULI Global Award for Excellence.*

As Development Manager, I was the project lead responsible for a portfolio of six new construction developments including projects in feasibility, permitting, construction and lease up. In this role, I managed external consultants and oversaw two internal development associates.

I left this role voluntarily to attend graduate school at the University of Cambridge.

- ***Achieved $5.5M in project cost savings*** through astute management of value engineering process, deployment of innovative bond structure, and optimization of funding draw schedule. Projects included HTF, County, City, and 4% LIHTC funding.
- ***Obtained permits along with $500k+ project savings*** by building key relationships with Seattle Mayor's office and negotiating significant concessions from the city.
- ***Secured additional funding commitments and converted to perm financing on $100M project.*** Project entered my portfolio behind schedule and over budget. Conversion required full re-underwriting, negotiation with Freddie Mac, conduit bank lender, and tax credit investor. Also oversaw successful lease up in soft market.
- ***Lead negotiator for acquisition of $6M development site***. Structured purchase with partial seller carry, secured land acquisition financing from Seattle Office of Housing.

Development Associate, DevCo LLC, Seattle, WA, June 2022 – Jan 2023
Vertically integrated LIHTC developer active in 10 states with portfolio of 10,000+ units.

As Development Associate, my responsibilities included sourcing opportunities, managing consultant teams, underwriting, due diligence review, and project closing. My portfolio included 5 ongoing projects and acquisition activities in 6 state. I reported to regional dev. manager.

- ***Led successful financial closing on 3 acquisition-rehab projects***, including 4% LIHTC and HUD financing. Primary point of contact for lender, investor and HUD due diligence during closing. Resolved potential issues proactively and diplomatically.
- ***Identified opportunities in new markets.*** Led underwriting, diligence and planning process for expansion states. This included review of tax credit allocation and city planning policies and establishing key relationships with agency and city staff.
- ***Supervised project teams*** including architecture, engineering, environmental, relocation, and other consultants in order to keep projects on schedule and on budget.

Project Manager, GMD Development, Seattle, WA, July 2019 – May 2022
Private developer with 2,600 unit portfolio across Western United States.

As Project Manager, my responsibilities included managing existing projects and conducting feasibility and due diligence for new opportunities. I reported directly to firm partners and gained wide exposure to development, including underwriting, project design, construction management, permitting and entitlements, lease-up, financial closing and investor relations.

- ***Completed 492 multifamily homes*** and started construction on an additional 218 homes spread across 6 projects, 2 states and 5 cities. Utilized 4% and 9% LIHTC, tax exempt bonds, recycled bonds, Amazon Equity Fund, and Evergreen Impact Fund.
- ***Built key operational infrastructure*** including new proforma template, draw tracking system and budget log to enable greater efficiency and project control.
- ***Sourced 153 unit development opportunity*** through network of brokerage connections. Project was previously entitled. Worked with architecture team to redesign project and optimize design for alignment with business plan.

EDUCATION

University of Cambridge: *M. Phil in Planning, Growth and Regeneration,* Dissertation: The Alchemy of Mixed Use: Developer Strategies to Navigate Risk and Create Value in Mixed Use Real Estate. *July 2025*

Portland State University: *Bachelor of Arts in Social Science with minor in Real Estate Development, Summa Cum Laude. GPA 3.90. March 2018.*



Full project list available on request.

SEATTLE SOCIAL HOUSING PUBLIC DEVELOPMENT AUTHORITY

13 Members: Pursuant to Initiative 135, Charter of the Seattle Social Housing Public Development Authority, 2 members subject to City Council confirmation, with 4-year terms.

- 2 City Council-appointed
- 1 Mayor-appointed
- 1 MLK, Jr. County Labor Council appointed
- 1 Governing Council appointed
- 1 Green New Deal Oversight Board appointed
- 7 Seattle Renters' Commission appointed

Roster as of May 2026

Position Number	Position Title	Appointee Name	Term Begin Date	Term End Date	*Term Number	Appointed By
1	Member	Ryan Driscoll	5/23/25	5/22/29	1	Seattle Renters' Commission
2	Member	Leah N. Salerno	5/23/25	5/22/29	1	Seattle Renters' Commission
3	Member	Becca Book	5/23/25	5/22/29	1	City Council
4	Member	Carl F. Nelson	5/23/26	5/22/30	1	Seattle Renters' Commission
5	Member	ChrisTiana ObeySumner	5/23/26	5/22/30	1	Seattle Renters' Commission
6	Member	Joshua Nadel	5/23/26	5/22/30	1	Mayor
7	Member	Kaileah Baldwin	5/23/23	5/22/27	1	Seattle Renters' Commission
8	Member	Thomas Barnard	5/23/23	5/22/27	1	Seattle Renters' Commission
9	Member	Olivia R. Butkowski	5/23/23	5/22/27	1	Seattle Renters' Commission
10	Member	Karen E.G. Estevenin	5/23/23	5/22/27	1	MLK, Jr. County Labor Council
11	Member	Joshua Sellers Park	5/23/23	5/22/27	P	Governing Council
12	Member	Thomas Geffner	5/23/23	5/22/27	P	City Council
13	Member	VACANT	5/23/23	5/22/27		Green New Deal Oversight Board

Self-identified diversity chart

Appointing Authority	Male	Female	Transgender	Non-Binary	N/A	Asian	Black/ African American	American Indian/ Alaska Native	White/ non-Hispanic	Hispanic/ Latinx	Pacific Islander	Middle Eastern	Multi - racial	N/A
Mayor														
Council														
Other														
Total														

City Council districts represented

*P is for partial initial term. Appointee is eligible for full terms thereafter.

Council District	District 1	District 2	District 3	District 4	District 5	District 6	District 7	N/A
Total								

*P is for partial initial term. Appointee is eligible for full terms thereafter.

Legislation Text

File #: Appt 03498, **Version:** 1

Appointment of Olivia Barlow as member, Community Involvement Commission, for a term to May 31, 2027.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Olivia Barlow*		
Board/Commission Name: *Community Involvement Commission*		**Position Title:** *Commission Selected Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☐ Mayor ☒ Other: *Commission Selected*	**Term of Position: *** 6/1/2025 **to** 5/31/2027 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: *Belltown (work)*	**Zip Code:** *98004*	**Contact Phone No.:** *Business phone # - NOT personal phone #*

Background:

Olivia moved to Washington State in August 2024, following the completion of her BS in Computer Science at The University of Texas at Dallas. She previously spent two 3-month internships in Seattle, before accepting a full-time position at Amazon. Olivia is an active volunteer across Seattle and Bellevue, beginning at the Bellevue Botanical Garden in October of 2024. Olivia has also volunteered as an educator for all ages, but she shines teaching adult students English/Korean language skills and methods for practical crafting.

Olivia draws from personal experiences as a Girl Scout in Beaumont, TX, a musician in Dallas, TX, an exchange student in Suwon, SK, and now an Atelier student at Gage Academy of Art. She loves to tell stories from her adventures and is passionate about creating spaces for people from all walks of life to exchange memories and new ideas.

Authorizing Signature (original signature): **Signature:** Heidi Morisset (03/25/2026 13:04:27 PDT) **Email:** heidimoriss@gmail.com **Date Signed (appointed):**	**Appointing Signatory:** *Heidi Morisset* *Co-Chair Community Involvement Commission*

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

OLIVIA BARLOW

[redacted]

Education

B.S. Computer Science/University of Texas at Dallas

During my education, I was a volunteer Korean language teacher teaching weekly classes to university students.

Volunteer Experience

Garden Beautification – Living Lab Assistant – Garden D'Lights Greeter

Bellevue Botanical Garden – Bellevue

October 2024 – Present

I volunteer in a number of positions at the BBG, including, general cleanliness on paths, assisting with field trip educational sessions, and greeting guests during the annual holiday event.

Event Support

Kelsey Creek Farm – Bellevue

October 5, 2024

Participated as a general volunteer during the farm's fall festival.

President

UTD Korean Language Club – Dallas

Spring 2023 · 1 semester

Korean to English Translator
Rakuten Viki – Virtual

Dec 2021 - May 2022 · 6 months

Arts and Culture

I am a Qualified Contributor in the Viki translation community. I translate Korean media to English, and have written over 9 thousand subtitles. I have contributed to 5 on air k-dramas, and translated an average of 20-30 minutes per 1 hour episode.

Alexa Skills Challenge Kids Team Leader

Amazon Web Services (AWS) - Virtual

Jul 2021 - Aug 2021 · 2 mos

Education

I was one of the leaders for a team of kids competing to create fun Alexa skills over a period of two months. This was my third time getting involved in this program.

Sort and Pack Volunteer

Food Lifeline – Seattle

Jul 2022

Social Services

I participated in a sorting and packing session, we packed quick-oats to be distributed to food banks around Seattle.

Graphic Designer

UTD Korean Language Club - Dallas

Jan 2022 – Dec 2022 · 1yr

Arts and Culture

I was the graphic designer for KLC. I created graphics used for promotion, and participated in decision making and events as an officer.

Community Involvement Commission

Sixteen Members: Pursuant to Ordinance 125192, all members subject to City Council confirmation, 2-year terms.

- *7* City Council-appointed
- *7* Mayor-appointed
- *2* Other Appointing Authority-appointed (specify): Commission-selected

Roster:*Updated 4/9/2026

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	City Council District 1 Member		6/1/26	5/31/28		City Council
6	F	2	2.	City Council District 2 Member	Chelsea Affleck	6/1/25	5/31/27	1	City Council
6	M	3	3.	City Council District 3 Member	Timothy Turner	6/1/24	5/31/26	1	City Council
			4.	City Council District 4 Member		6/1/25	5/31/27		City Council
4	M	5	5.	City Council District 5 Member	Gabriel de los Angeles	6/1/24	5/31/26	1	City Council
			6.	City Council District 6 Member		6/1/25	5/31/27		City Council
3	M	7	7.	City Council District 7 Member	Julio Perez	6/1/24	5/31/26	1	City Council
8	F	3	8.	At-Large Member	Nada Ramadan	6/1/25	5/31/27	1	Mayor
2	F	3	9.	At-Large Member	Rachelle Olden	6/1/24	5/31/26	1	Mayor
	O	7	10.	At-Large Member	Jalen Smith	6/1/25	5/31/27	1	Mayor
			11.	At-Large Member		6/1/26	5/31/28		Mayor
6	F	5	12.	At-Large Member	Elise Herwig	6/1/25	5/31/27	1	Mayor
4	F	5	13.	At-Large Member	Heidi Morisset	6/1/24	5/31/26	1	Mayor
4	F	3	14.	Get Engaged Member	Kamryn Yanchick	9/1/25	8/31/26	1	Mayor
	F	7	15.	Commission-Selected Member	Olivia Barlow	6/1/25	5/31/27	1	Commission
2	M	2	16.	Commission-Selected Member	Negash Hassen	6/1/26	5/31/28	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary **O=** Other **U**= Unknown
RD Residential Council District number 1 through 7 or N/A
Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03499, **Version:** 1

Appointment of Negash Hassen as member, Community Involvement Commission, for a term to May 31, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Negash Hassen*		
Board/Commission Name: *Community Involvement Commission*		**Position Title:** *Commission Selected Member*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☐ Mayor ☒ Other: *Commission Selected*	**Term of Position: *** 6/1/2026 **to** 5/31/2028 ☐ *Serving remaining term of a vacant position*	
Residential Neighborhood: *High Point*	**Zip Code:** *98126*	**Contact Phone No.:** *Business phone # - NOT personal phone #*

Background:

My name is Negash Hassen, and I am a community engagement and outreach professional with extensive experience serving immigrant, refugee, and multicultural communities in Seattle. I currently work at Neighborhood House as an Employment Case Manager and Community Outreach Specialist, providing employment coaching, digital literacy support, and individualized guidance while conducting outreach to connect underrepresented communities with vital resources. Previously, I served as a Community Connector with the Seattle Housing Authority, strengthening resident participation in policy and planning efforts, and I currently support the City of Seattle as a Community Liaison and Second Language Community Safety Ambassador, offering multilingual outreach, interpretation, and emergency preparedness education in Amharic and Oromo. I hold a master's in Human Geography from the University of Oslo and a Bachelor's in Geography from the University of Addis Ababa, and I am deeply committed to equity, language access, and community empowerment.

Authorizing Signature (original signature): **Signature:** Heidi Morisset (03/25/2026 13:04:27 PDT) **Email:** heidimoriss@gmail.com **Date Signed (appointed):**	**Appointing Signatory:** *Heidi Morisset* *Co-Chair Community Involvement Commission*

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

NEGASH HASSEN

[redacted]

QUALIFICATIONS

- **Provide employment case management to immigrant and refugee clients as part of the Family Resource Center at Neighborhood House**
- **Experienced in English to Amharic/Oromo interpretation and translation**
- **Excellent customer service and communication skills**
- **High school teaching background**
- **Strong organizational and detail orientation, with recent experience coordinating workforce services at Neighborhood House**
- **Proficient in MS Office Suite, Outlook, and internet tools**
- **Effective team player with independent work capabilities**

EXPERIENCE

Family Resource Center Employment Case Manager
Neighborhood House – High Point, West Seattle, WA | Sept 2024 – Present
Provide employment case management to immigrant and refugee clients. Conduct intakes, identify barriers, and support job readiness. Collaborate with ESL instructors and partners. Maintain case notes and assist with outreach and workforce planning.

Community Connector
Seattle Housing Authority, Seattle, WA | Mar 2023 – Dec 2024

- **Acted as liaison between residents and housing authorities**
- **Organized events, workshops, and surveys to engage community members**
- **Advocated for residents in housing policy and planning**
- **Collaborated with stakeholders and monitored policy impact**

Community Liaison
City of Seattle | Aug 2023 – Present (Independent Contractor)

- **Conduct outreach and advise on City engagement plans**
- **Facilitate workshops and provide translation/interpretation services**
- **Support advisory committees and City communication efforts**

Community Builder Assistant
Seattle Housing Authority, Seattle, WA | Sept 2022 – Feb 2023

- **Provided cultural and language support for community events**
- **Offered case management and coordinated with service providers**
- **Promoted social cohesion and supported community initiatives**

Second Language Community Safety Ambassador (On Call)
City of Seattle Office of Emergency Management | Aug 2022 – Present

- **Delivered training on disaster preparedness and health topics in Amharic/Oromo**

Director
Anole Self-Help Association, Oslo, Norway | Dec 2016 – Dec 2021, Dec 2014 – Dec 2016

- **Led programs for Ethiopian refugees in Norway focusing on education, technology, and health**
- **Supervised staff and managed organizational budgets**
- **Secured funding and cultivated stakeholder relationships**

l and Energy Resources Development Bureau, Ethiopia | 1996 – 2000

- **Served as senior advisor on environmental and water resource policy**

EDUCATION

Master's Degree, Human Geography
University of Oslo, Oslo, Norway

Bachelor of Arts Degree, Geography
University of Addis Ababa, Addis Ababa, Ethiopia

Community Involvement Commission

Sixteen Members: Pursuant to Ordinance 125192, all members subject to City Council confirmation, 2-year terms.

- *7* City Council-appointed
- *7* Mayor-appointed
- *2* Other Appointing Authority-appointed (specify): Commission-selected

Roster:*Updated 4/9/2026

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	City Council District 1 Member		6/1/26	5/31/28		City Council
6	F	2	2.	City Council District 2 Member	Chelsea Affleck	6/1/25	5/31/27	1	City Council
6	M	3	3.	City Council District 3 Member	Timothy Turner	6/1/24	5/31/26	1	City Council
			4.	City Council District 4 Member		6/1/25	5/31/27		City Council
4	M	5	5.	City Council District 5 Member	Gabriel de los Angeles	6/1/24	5/31/26	1	City Council
			6.	City Council District 6 Member		6/1/25	5/31/27		City Council
3	M	7	7.	City Council District 7 Member	Julio Perez	6/1/24	5/31/26	1	City Council
8	F	3	8.	At-Large Member	Nada Ramadan	6/1/25	5/31/27	1	Mayor
2	F	3	9.	At-Large Member	Rachelle Olden	6/1/24	5/31/26	1	Mayor
	O	7	10.	At-Large Member	Jalen Smith	6/1/25	5/31/27	1	Mayor
			11.	At-Large Member		6/1/26	5/31/28		Mayor
6	F	5	12.	At-Large Member	Elise Herwig	6/1/25	5/31/27	1	Mayor
4	F	5	13.	At-Large Member	Heidi Morisset	6/1/24	5/31/26	1	Mayor
4	F	3	14.	Get Engaged Member	Kamryn Yanchick	9/1/25	8/31/26	1	Mayor
	F	7	15.	Commission-Selected Member	Olivia Barlow	6/1/25	5/31/27	1	Commission
2	M	2	16.	Commission-Selected Member	Negash Hassen	6/1/26	5/31/28	1	Commission

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary **O=** Other **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03500, **Version:** 1

Appointment of Nate Lessler as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Nate Lessler		
Board/Commission Name: Historic Seattle Preservation and Development Authority		**Position Title:** Position 9 - Member
☒ **Appointment *OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☐ Mayor ☒ Other Governing Council	**Term of Position: *** 12/1/2025 **to** 11/30/2028 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: Montlake	**Zip Code:** 98112	**Contact Phone No.:**
Background:		
Authorizing Signature (original signature): **Date Signed (appointed):**	**Appointing Signatory:** Lorne McConachie Chair 11/11/25	

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

Nate Lessler

[redacted]

SUMMARY

Documentary producer and video editor with over a decade of experience crafting nonfiction stories for film and digital platforms. Director of The Seattle Earthquake Project, an in-production feature documentary examining how seismic risk, history, and the built environment shape life in the Pacific Northwest. Experienced in archival research, post-production, and collaboration with civic, scientific, and cultural organizations.

PROFESSIONAL EXPERIENCE

Principal Collaborator / Media Lead
Fix the Bricks Campaign (Independent Civic Collaboration) | 2025–Present

An ongoing public-outreach and preservation initiative produced in collaboration with the City of Seattle's Unreinforced Masonry (URM) Program and with support from the Structural Engineers Foundation of Washington (SEFW).

- Wrote and led production of the campaign's central call-to-action video and supporting materials, working with campaign leadership, engineers, and preservation advocates to advance outreach promoting URM retrofits and support for House Bill 1810.
- Developed social-media content, public reels, and additional outreach media emphasizing preservation, safety, and civic resilience.
- Supported communications and collaboration across agencies and nonprofit partners.

Producer / Director
The Seattle Earthquake Project (In-Production Feature Documentary) | 2024–Present

- Recipient of 4Culture Arts and Heritage Grants; lead grant writer.
- Lead producer, writer, and director of a documentary examining seismic risk, regional history, and the relationship between community resilience and place in Seattle.
- Conducted 20+ filmed interviews with scientists, engineers, historians, and emergency managers, and documented operations inside Seattle's Emergency Operations Center.
- Oversaw archival producing and rights clearances and sponsored the digitization of previously inaccessible film materials from the Seattle Municipal Archives for both documentary and public research use.

Selected Freelance & Advocacy Projects | 2020–Present

- Editor – Snake River Dam Removal Campaign Video: Edited advocacy video supporting salmon restoration, clean-energy alternatives, and ecosystem recovery in partnership with regional conservation groups and the Nez Perce Tribe.
- Assistant Editor – Microsoft / Replit Case Study Video (2025)
- Producer – Inspire Washington: Created short-form videos for the state's leading cultural advocacy organization, advancing public awareness around arts, heritage, and science funding.
- Archival Producer – *Transmission* (Fiscal Sponsorship: Gotham Film & Media Institute): Sourcing and clearing historic footage for an internationally produced feature film.
- Additional clients include Witness Immersive (NYC / London), and regional arts nonprofits.

Lead Editor & Post-Production Supervisor
Hullabaloo (Emmy Award-Winning Creative Agency) | 2018–2023
Assistant Editor | 2017–2018

- Oversaw post-production for branded and documentary-style campaigns for Microsoft, Dell Technologies, The Gates Foundation, and The Nature Conservancy.
- Collaborated with creative teams to shape story structure and write scripts for social-media ads, brand videos, and short documentaries, blending motion graphics and live-action storytelling.
- Managed international media workflows and mentored junior editors to streamline delivery under tight deadlines.

Lead Editor – Ultimate Citizens (Documentary Film) | 2019–2023

- Lead editor for award-winning documentary following an Iranian American educator's work with immigrant youth in Seattle.
- Screened at 50+ festivals worldwide including SIFF and SXSW EDU.

Earlier Experience

- Harborview Medical Center – Programs Assistant, (Seattle, 2015–2016)
- Whitewater Films – Production Assistant (Los Angeles, 2014–2015)

EDUCATION

Whitman College – B.A. Film & Media Studies, Minor: Sociology | 2013

TECHNICAL SKILLS

Adobe Premiere Pro, After Effects, Audition, DaVinci Resolve, Final Cut Pro, Photoshop, Archival Research & Rights Clearance.

Historic Seattle Preservation and Development Authority

18 Members: Pursuant to RCW 35.21.730 and SMC 3.110, all members subject to City Council confirmation, 3-year terms, however, due to restructuring of the board a 1-year transition provision is implemented until a stagger is created.

- 6 Mayor- appointed
- 12 Other Appointing Authority: 6- PDA Governing Council, 6- PDA Constituency

Roster:

*D	**G	RD	Position No.	Position Title	Name	Current Term Begin Date	Term End Date	Term #	Appointed By
6	M	2	1.	Member	David Yeaworth	12/1/20	11/30/24	2	Constituency
6	F	5	2.	Member	Stephanie Toothman	12/1/21	11/30/25	2	Mayor
6	M	4	3.	Member/ Chair	Lorne McConachie	12/1/22	11/30/26	1	Constituency
6	M	3	4.	Member	Bryce Seidl	12/1/25	11/30/28	1	Governing Council
2	M	N/A	5.	Member/ Ex Officio	Kenny Pittman	12/1/20	11/30/24	1	Mayor
1	F	N/A	6.	Member/ Vice Chair	Mariko Park	12/1/21	11/30/25	2	Constituency
8	F	3	7.	Member	Taha Ebrahimi	12/1/20	11/30/24	1	Governing Council
6	F	N/A	8.	Member/ Treasurer	Katy Al-Khalidi	12/1/23	11/30/26	1	Governing Council
6	M	3	9.	Member	Nate Lessler	12/1/25	11/30/28	1	Governing Council
6	M	N/A	10.	Member	Alistair Ceretti	12/1/24	11/30/27	1	Mayor
6	M	7	11.	Member	Rick Sever	12/1/23	11/30/24	5	Constituency
1	M	1	12.	Member/ Secretary	Raam Wong	12/1/24	11/30/27	1	Mayor
6	F	2	13.	Member	Angela Faul	12/1/23	11/30/26	1	Governing Council
6	F	2	14.	Member	Caroline Lemay	12/1/23	11/30/26	1	Governing Council
6	M	7	15.	Member	Bert Gregory	12/1/24	11/30/27	1	Constituency
2	M	5	16.	Member	Jonathan Moore	12/1/24	11/30/27	1	Mayor
6	F	2	17.	Member	Kimberly Kemp	12/1/23	11/30/26	1	Constituency
			18.	Member	Vacant				Mayor

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

Key:

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

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

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

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03501, **Version:** 1

Appointment of Bryce Seidl as member, Historic Seattle Preservation and Development Authority Governing Council, for a term to November 30, 2028.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Bryce Seidl		
Board/Commission Name: *Historic Seattle Preservation and Development Authority*		**Position Title:** **Position 4 -Member**
☒ **Appointment *OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ City Council ☐ Mayor ☒ Other - **Governing Council**	**Term of Position: *** 12/1/2025 **to** 11/30/2028 ☒ *Serving remaining term of a vacant position*	
Residential Neighborhood: **Capitol Hill**	**Zip Code:** **98112**	**Contact Phone No.:**
Background: Please include summary/bio		
Authorizing Signature (original signature): **Date Signed (appointed):**	**Appointing Signatory:** *Lorne McConachie* *Chair* 11/19/25	

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

BIOGRAPHY OF BRYCE SEIDL

Bryce Seidl is a graduate of the University of California, Berkeley with a degree in ecology. He completed his MBA at the University of Michigan in Ann Arbor with an emphasis on marketing. Upon graduation he joined the Simpson Companies of Seattle, Washington. In his 25 years there he held a wide variety of jobs in the financial, sales and operating sides of their wood products, process chemicals and pulp and paper businesses including responsibilities as vice president of specialty paper operations and vice president and general manager of the Kraft group of Simpson. Mr. Seidl joined Fisher Mills Inc in 1998 as executive vice president and chief operating officer and was elected a director, president and chief executive officer of Fisher Mills Inc later that year. He completed his work at Fisher Mills with the divestiture of their distribution and manufacturing businesses in four states. In July 2003 Bryce Seidl became the sixth President and CEO of Pacific Science Center, assuming responsibility for one of the nation's largest science museums. He retired in 2014.

Subsequently he established Bryce Seidl, LLC to provide independent consulting services to individuals and organizations. In 2019 he became a Senior Associate for Valtas, an organization that provides executive leadership to boards and nonprofit organizations. From October 2019 to October 2022 he served as Interim Executive Director for Keiro Northwest in Seattle.

In addition to his private sector work, Mr. Seidl spent 10 years in elected office both as a city councilman and as mayor of Vancouver, Washington. His service was marked by major work in both economic development and in the arts and cultural development of the area.

Mr. Seidl has served on more than thirty boards and commissions serving a wide variety of community service, arts and educational interests. In 2002 he helped Pilchuck Glass School by acting as its interim executive director while the board engaged in a national search for a new director. Among his current activities he serves as board member and past president of the Pilchuck board of trustees; as a trustee emeritus of Pacific University in Forest Grove, Oregon; as a director of Pacific Denkmann Company, and as a former director and past president of the Rainier Club.

April 2025

Board and Commission Activities
Bryce Seidl
March 2019

Current:

Emeritus Trustee - Pacific University, Forest Grove, OR 2006 - present
Trustee and Past President of the Board - Pilchuck Glass School, Seattle, WA 1996 – present
Director - Pacific Denkmann Company – Seattle, WA 2007- present

Selected Prior Community and Professional Activities and Awards:

Member, Former Director and Past President – The Rainier Club – 2000 - present
Director (and Past President) – Association of Science and Technology Centers – Washington, DC 2004 - 2014
Member – IslandWood Finance & Personnel Committee 2004 - 2014
Member – Seattle Center Sustainability Committee, Key Arena Sub-Committee, Century 21 Commission – Seattle, WA 2004 – 2008
Trustee - Pacific University, Forest Grove, OR 1994 - 2006
Trustee - California College of Arts and Crafts, Oakland, CA 1992 – 2005
Director - Paper Technology Foundation, Western MI University, Kalamazoo, MI 1992 - present
Director - Municipal Research and Services Center, Seattle, WA 1996 - 2002
Director and Treasurer - People for Puget Sound, Seattle, WA 1995 – 2001
Director – North American Millers' Association, Washington, DC 1998 – 2001
Trustee – Corporate Council for the Arts, Seattle 1995 -
Trustee, Miami University Pulp and Paper Foundation, Oxford, OH 1992 - 1996
Director and First-VP, Kalamazoo Institute of Arts, Kalamazoo, MI 1989 - 1991
Trustee, PIPP Community Hospital, Plainwell, MI 1989 - 1990
General Chairman, YMCA Campaign for Kids, Vancouver, WA 1987
Distinguished Service Award – "All-American Citizen", Vancouver Chamber of Commerce 1986
Director and Chairman, CTRAN (public transit authority), Vancouver, WA
Director and Chairman, Southwest Washington Public Health District Vancouver, WA
President, Vancouver Area Development Authority, a nonprofit redevelopment agency
Chairman of the Police and Fire Pension Boards, Vancouver, WA
Member, State of Washington Local Governance Study Commission, Olympia, WA
Director, Southwest Washington Air Pollution Control Authority
Founding Director, Columbia River Economic Development Council, Vancouver, WA
VISTA (Volunteers In Service To America), Hominy, OK
Beta Gamma Sigma National Business Honor Society

Historic Seattle Preservation and Development Authority

18 Members: Pursuant to RCW 35.21.730 and SMC 3.110, all members subject to City Council confirmation, 3-year terms, however, due to restructuring of the board a 1-year transition provision is implemented until a stagger is created.

- 6 Mayor- appointed
- 12 Other Appointing Authority: 6- PDA Governing Council, 6- PDA Constituency

Roster:

*D	**G	RD	Position No.	Position Title	Name	Current Term Begin Date	Term End Date	Term #	Appointed By
6	M	2	1.	Member	David Yeaworth	12/1/20	11/30/24	2	Constituency
6	F	5	2.	Member	Stephanie Toothman	12/1/21	11/30/25	2	Mayor
6	M	4	3.	Member/ Chair	Lorne McConachie	12/1/22	11/30/26	1	Constituency
6	M	3	4.	Member	Bryce Seidl	12/1/25	11/30/28	1	Governing Council
2	M	N/A	5.	Member/ Ex Officio	Kenny Pittman	12/1/20	11/30/24	1	Mayor
1	F	N/A	6.	Member/ Vice Chair	Mariko Park	12/1/21	11/30/25	2	Constituency
8	F	3	7.	Member	Taha Ebrahimi	12/1/20	11/30/24	1	Governing Council
6	F	N/A	8.	Member/ Treasurer	Katy Al-Khalidi	12/1/23	11/30/26	1	Governing Council
6	M	3	9.	Member	Nate Lessler	12/1/25	11/30/28	1	Governing Council
6	M	N/A	10.	Member	Alistair Ceretti	12/1/24	11/30/27	1	Mayor
6	M	7	11.	Member	Rick Sever	12/1/23	11/30/24	5	Constituency
1	M	1	12.	Member/ Secretary	Raam Wong	12/1/24	11/30/27	1	Mayor
6	F	2	13.	Member	Angela Faul	12/1/23	11/30/26	1	Governing Council
6	F	2	14.	Member	Caroline Lemay	12/1/23	11/30/26	1	Governing Council
6	M	7	15.	Member	Bert Gregory	12/1/24	11/30/27	1	Constituency
2	M	5	16.	Member	Jonathan Moore	12/1/24	11/30/27	1	Mayor
6	F	2	17.	Member	Kimberly Kemp	12/1/23	11/30/26	1	Constituency
			18.	Member	Vacant				Mayor

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

Key:

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

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

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

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03502, **Version:** 1

Appointment of Christopher Scott as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2026.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Christopher Scott		
Board/Commission Name: Pike Place Market Preservation and Development Authority		**Position Title:** Member
☒ **Appointment** ***OR*** ☐ **Reappointment**	**Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ Council ☐ Mayor ☒ Other: *Pike Place Market Constituency*		**Term of Position: *** 7/1/2022 to 6/30/2026 ☒ *Serving remaining term of a vacant position*
Residential Neighborhood/Council District: 7	**Zip Code:** 98101	**Contact Phone No.:**

Background:

Chris Scott has been a Pike Place Market resident and an active member of the Constituency for 15 years. He is a strong activist with an interest in supporting the vibrant Market community. His professional experience includes work in retail, helping him understand the needs of Market workers and businesses. He has also served in a variety of offices within the Constituency over his 15 years as a member. Additionally, he served on the Pike Place Market Foundation's public advisory committee to explore future uses of the Market Commons before it opened in 2017. He has also been actively engaged with the Pike Place Market Preservation and Development Authority throughout its Master Plan process.

Authorizing Signature (original signature): December 16, 2025	**Appointing Signatory:** Name /Jonathan Berner Position Vice Chair

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

Christopher Scott

I've been a resident of the market for fifteen years and an active Constituency member since that time. I'm a strong activist that wants the Market to thrive for all of its members and I want to continue to help strengthen the vibrant community we already have. I have held a variety of offices within the Constituency over the years. I have also served on the public advisory committee of the PPM Foundation on the future usages of the Market Commons before it opened and I have been actively engaged with the PDA on the evolving Master Plan for the Market.

Pike Place Market Preservation and Development Authority

December 2025

12 Members: Pursuant to *RCW 35.21.730 and Seattle Municipal Code 3.110; all subject to City Council confirmation, 4-year terms:*

- *4* Mayor-appointed
  8 Other Appointing Authority-appointed (specify): (4) Constituency and (4) PDA Governing Council

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	7	1.	Member	Gabriel Grant	7/1/22	6/30/26	1	Mayor
6	M	3	2.	Member	Paul Neal	7/1/25	6/30/29	3	Governing Council
6	**M**	**7**	**3.**	Member	Devin McComb	7/1/25	6/30/29	3	Mayor
6	M	7	4.	Member	Christopher Scott	7/1/22	6/30/26	1	Constituency
6	M	7	5.	Member	Alex Rasmussen	7/1/25	6/30/29	1	Constituency
6	M	7	6.	Member	Augustine Rietsema	7/1/23	6/30/27	1	Governing Council
1	M	7	7.	Member	Gundeep Singh	7/1/24	6/30/28	2	Mayor
6	F	6	8.	Member	Margaret Norton-Arnold	7/1/22	6/30/26	1	Governing Council
6	F	N/A	9.	Member	Christine Vaughan	7/1/24	6/30/28	1	Constituency
6	F	7	10.	Member	Gina Karaba	7/1/23	6/30/27	1	Constituency
6	F	N/A	11.	Member	Patrice Barrentine	7/1/24	6/30/28	4	Governing Council
9	F	5	12.	Member	Seujan Bertram	7/1/23	6/30/27	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Men	(2) Women	(3) Transgender	(4) Unknown	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	3	1			1					2			1
Gov. Council	2	2								4			
Other	1	2								4			
Total	6	5			1					10			1

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary **O=** Other **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03503, **Version:** 1

Reappointment of Devin McComb as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2029.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Devin McComb		
Board/Commission Name: Pike Place Market Preservation and Development Authority		**Position Title:** Member
☐ **Appointment** ***OR*** ☒ **Reappointment**		**Council Confirmation required?** ☒ Yes ☐ No
Appointing Authority: ☐ Council ☒ Mayor ☐ Other:	**Date Appointed:**	**Term of Position: *** 7/1/2025 **to** 6/30/2029 *Serving remaining term of a vacant position*
Residential Neighborhood/Council District: **7**	**Zip Code:** 98125	**Contact Phone No.:** [redacted]
Background: Devin McComb is a transaction real estate attorney in the Seattle office of Perkins Coie LLP. He brings extensive expertise in real estate law to the PDA Council. Since 2021, he has served as Chair and guides the Council with an understanding of its cultural legacy and mission. A fellow of the American College of Real Estate Lawyers, he has previously served as Chair of the Washington State Bar Association Real Property, Probate and Trust Section. In his personal life, he is active in his local community, whether it is leading a Cub Scout meeting or a soccer practice and spends his best times with his wife and two sons.		
Authorizing Signature (original signature): Katie B. Wilson Katie B. Wilson (02/26/2026 14:04:15 PST)		**Appointing Signatory:** Katie B. Wilson Mayor of Seattle

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

DEVIN McCOMB

[redacted]

LEGAL EXPERIENCE

Perkins Coie LLP, Seattle, WA

Real Estate Partner, 2018 to Present;

- Represent owners and tenants in office, retail, industrial and agricultural leases, subleases and other operational agreements.
- Coordinate all aspects of acquisitions, dispositions, and development of real estate assets.
- Represent developers of affordable rental and ownership housing in Washington, Oregon, California, Nevada and New Mexico.
- Represent municipal and other institutional owners in all matters related to large real estate portfolios.

Stoel Rives LLP, Seattle, WA

Real Estate Partner, 2015 to 2018; Real Estate Associate, 2010 to 2014

EDUCATION

Chicago-Kent College of Law, Chicago, IL

Juris Doctor with Honors, May 2006

- Charles Evans Hughes Oral Arguments, winner, Spring 2004; Summer Oral Argument Competition, Outstanding Oral Advocate, Summer 2004; participant in ABA National Appellate Advocacy Competition and Chicago Bar Association Moot Court Competition.
- Dean's List all semesters
- Certificate in Litigation and Alternative Dispute Resolution
- Center for Conflict Resolution Certified Mediator
- Marc Grinker Student Commitment Award for Outstanding Contribution to the Moot Court Honor Society
- Bar and Gavel Award for Outstanding Service to the School and Community

Willamette University, Salem, OR

Bachelor of Arts in Politics & Economics, May 2003

Received awards for excellence in academics and leadership, including the Senior Key for Outstanding Contribution to the University.

OTHER SKILLS AND INTERESTS

Mayoral Appointee, Pike Place Market Preservation and Development Authority Council, Council Chair (2021-Present), Chair of Finance and Asset Management Committee (2019 to 2021), Member, Executive Committee (2019 to Present); Past Chair, Real Property Council, Washington State Bar Real Property Probate and Trust Section; Fellow, American College of Real Estate Lawyers; Puget Sound Business Journal "40 Under 40" Recipient; Ranked by *Chambers USA* for Real Estate 2018-2025; Listed in *Best Lawyers in American: Real Estate Law, 2020-2025*.

Pike Place Market Preservation and Development Authority

December 2025

12 Members: Pursuant to *RCW 35.21.730 and Seattle Municipal Code 3.110; all subject to City Council confirmation, 4-year terms:*

- *4* Mayor-appointed
  8 Other Appointing Authority-appointed (specify): (4) Constituency and (4) PDA Governing Council

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	7	1.	Member	Gabriel Grant	7/1/22	6/30/26	1	Mayor
6	M	3	2.	Member	Paul Neal	7/1/25	6/30/29	3	Governing Council
6	**M**	**7**	**3.**	Member	Devin McComb	7/1/25	6/30/29	3	Mayor
6	M	7	4.	Member	Christopher Scott	7/1/22	6/30/26	1	Constituency
6	M	7	5.	Member	Alex Rasmussen	7/1/25	6/30/29	1	Constituency
6	M	7	6.	Member	Augustine Rietsema	7/1/23	6/30/27	1	Governing Council
1	M	7	7.	Member	Gundeep Singh	7/1/24	6/30/28	2	Mayor
6	F	6	8.	Member	Margaret Norton-Arnold	7/1/22	6/30/26	1	Governing Council
6	F	N/A	9.	Member	Christine Vaughan	7/1/24	6/30/28	1	Constituency
6	F	7	10.	Member	Gina Karaba	7/1/23	6/30/27	1	Constituency
6	F	N/A	11.	Member	Patrice Barrentine	7/1/24	6/30/28	4	Governing Council
9	F	5	12.	Member	Seujan Bertram	7/1/23	6/30/27	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1) Men	(2) Women	(3) Transgender	(4) Unknown	(5) Asian	(6) Black/ African American	(7) Hispanic/ Latino	(8) American Indian/ Alaska Native	(9) Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	3	1			1					2			1
Gov. Council	2	2								4			
Other	1	2								4			
Total	6	5			1					10			1

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB=** Non-Binary **O=** Other **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03504, **Version:** 1

Reappointment of Paul Neal as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2029.

The Appointment Packet is provided as an attachment.

City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: *Paul Neal*		
Board/Commission Name: Pike Place Market Preservation and Development Authority		**Position Title:** Member
☐ **Appointment** ***OR*** ☒ **Reappointment**	**Council Confirmation required?** ☒ Yes ☐ No	
Appointing Authority: ☐ Council ☐ Mayor ☒ Other: *Pike Place Market Constituency*		**Term of Position: *** 7/1/2025 **to** 6/30/2029 ☐ *Serving remaining term of a vacant position*
Residential Neighborhood/Council District:	**Zip Code:** 98012	**Contact Phone No.:** [redacted]

Background:

Paul is the principal of 6h Consulting, a marketing and brand consultancy he created in 2001. The firm helps organizations of all types and sizes build richer, stronger relationships with customers, in line with their overall business goals. Its work includes strategic planning, market analysis, product development, brand development, and communications planning. He has lectured on branding and marketing at the University of Arkansas, the University of Washington and Seattle University.

Advancing the work of community building and social justice organizations has also been a significant professional and personal focus. Since forming 6h, Paul has consulted with the Bill & Melinda Gates Foundation, Pivotal Ventures, Seattle Parks Foundation, and Wing Luke Museum of the Asian American Experience. Paul is a graduate of Leadership Tomorrow and a past board president of the Northwest AIDS Foundation and Photo Center Northwest.

Authorizing Signature (original signature):	**Appointing Signatory:** *Name Devin McComb* *Position Chair*

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

Paul Neal

[redacted]

SUMMARY

30+ years' experience in Brand, Marketing and Communications strategy.

EXPERIENCE

1999-Present: Brand and Marketing Consultant / 6H Consulting

Providing brand and marketing counsel to local, national and international organizations.
Past and current clients: Amazon, Alfa Romeo, Bill & Melinda Gates Foundation, Coca-Cola, Danone, Egencia, Experian, HP, Nestle, Pivotal Ventures, Raikes Foundation, Seattle Parks Foundation, T-Mobile, Weyerhaeuser, Zegna

1989-1999: Cole & Weber (WPP). Senior Vice President, Strategic Planning

Directed communications strategy development and campaign planning.
Past and current clients: Alaska Airlines, Boeing, BPA, Fortune Magazine, Group Health, GTE, Mattel, McCaw Cellular, Safeco, Stimson Lane

1984-1989: Baptist Medical System. Director of Marketing Communications

Directed all paid communications including corporate advertising, patient communications, physician communications and employee communications.

CIVIC LEADERSHIP

- Pike Place Market PDA, Councilmember, 2017-2025
- Photo Center Northwest, Board President, 1999
- Northwest AIDS Foundation Board of Directors, 1993-1997; Board President, 1995-1997
- Leadership Tomorrow, Class of 1996

EDUCATION

Bachelor of Arts, University of Arkansas, 1983

Pike Place Market Preservation and Development Authority

December 2025

12 Members: Pursuant to *RCW 35.21.730 and Seattle Municipal Code 3.110; all subject to City Council confirmation, 4-year terms:*

- *4* Mayor-appointed
  8 Other Appointing Authority-appointed (specify): (4) Constituency and (4) PDA Governing Council

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	7	1.	Member	Gabriel Grant	7/1/22	6/30/26	1	Mayor
6	M	3	2.	Member	Paul Neal	7/1/25	6/30/29	3	Governing Council
6	M	7	3.	Member	Devin McComb	7/1/25	6/30/29	3	Mayor
6	M	7	4.	Member	Christopher Scott	7/1/22	6/30/26	1	Constituency
6	M	7	5.	Member	Alex Rasmussen	7/1/25	6/30/29	1	Constituency
6	M	7	6.	Member	Augustine Rietsema	7/1/23	6/30/27	1	Governing Council
1	M	7	7.	Member	Gundeep Singh	7/1/24	6/30/28	2	Mayor
6	F	6	8.	Member	Margaret Norton-Arnold	7/1/22	6/30/26	1	Governing Council
6	F	N/A	9.	Member	Christine Vaughan	7/1/24	6/30/28	1	Constituency
6	F	7	10.	Member	Gina Karaba	7/1/23	6/30/27	1	Constituency
6	F	N/A	11.	Member	Patrice Barrentine	7/1/24	6/30/28	4	Governing Council
9	F	5	12.	Member	Seujan Bertram	7/1/23	6/30/27	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	Men (1)	Women (2)	Transgender (3)	Unknown (4)	Asian (5)	Black/ African American (6)	Hispanic/ Latino (7)	American Indian/ Alaska Native (8)	Other (9)
Mayor	3	1			1				
Gov. Council	2	2							
Other	1	2							
Total	6	5			1				

	Caucasian/ Non-Hispanic (6)	Pacific Islander (7)	Middle Eastern (8)	Multiracial (9)
Mayor	2			1
Gov. Council	4			
Other	4			
Total	10			1

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)
****G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary **O**= Other **U**= Unknown
RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.

Legislation Text

File #: Appt 03468, **Version:** 1

Appointment of Dwight D. Dively as Director of Finance of the Office of City Finance, for a term to December 31, 2029.

The Appointment Packet is provided as an attachment.

City of Seattle

Director of Finance

Confirmation Packet
March 9, 2026

Dwight D. Dively

March 9, 2026

The Honorable Joy Hollingsworth
President, Seattle City Council
Seattle City Hall, 2nd Floor
Seattle, WA 98104

Dear Council President Hollingsworth:

It is my pleasure to transmit to the City Council the following confirmation packet for my nomination of Dwight D. Dively as Director of Finance and Director of the Office of City Finance (OCF).

The materials in this packet are divided into two sections:

1. **Dwight D. Dively**
   This section contains Mr. Dively's appointment form, oath of office form, resume and the press release announcing his nomination.

2. **Background Check**
   This section contains the report on Mr. Dively's background check.

Financial stability and good government are prerequisites for our city to successfully deliver services to the public, and the Office of City Finance plays a key role in ensuring that stability and creating capacity for investment. This decision was shaped through thoughtful discussions with members of my transition team to ensure it reflects our shared vision for fiscal responsibility, transparency, and trust in government.

Dwight Dively brings extraordinary experience to this role, including more than a decade serving as Finance Director at the City of Seattle, followed by more than a decade as Director of the Office of Performance, Strategy, and Budget at King County, where he has also served as Chief Operating Officer since 2020. Over his long career, Dwight has developed a reputation as one of the best fiscal policy minds in local government. He led the successful effort to secure a AAA bond rating for the City—saving taxpayers millions of dollars over the last 25 years; oversaw the City's investment portfolio during the Great Recession to ensure zero losses from risky investments; and negotiated agreements that led to the construction of Benaroya Hall, Pacific Place, and the first Convention Center expansion. In addition to his public service, Dwight is a beloved professor at the University of Washington, where he has mentored countless students—many of whom now serve in my administration and continue to carry forward his commitment to excellence and integrity in public finance.

This nomination reflects my inauguration commitment to strengthen the foundations of good government. As I said in my inaugural address, "Transparency and accountability are not optional—they are the bedrock of trust." Our work will ensure that every dollar is managed responsibly, every investment is made with integrity, and every decision reflects our values of openness and service. By maintaining financial stability and prioritizing transparency, we create the conditions for Seattle to invest in the programs and services that improve lives across our city.

Dwight Dively:

> "It is a great pleasure for me to accept Mayor Wilson's offer to serve as Finance Director. I am excited to return to city government to help her carry out her vision and use the City's financial strengths to improve programs and services for everyone."

I trust that after reviewing Mr. Dively's application materials, meeting with him, and following the thoughtful review of Councilmember Strauss' Finance, Native Communities & Tribal Governments Committee, you will find that Mr. Dively is the ideal Director of Finance.

If you have any questions about the attached materials or need additional information, Chief of Staff Kate Brunette Kreuzer would welcome hearing from you. I appreciate your consideration.

Sincerely,

Katie B. Wilson
Mayor of Seattle

SECTION

A

January 7, 2026

Dwight D. Dively
Seattle, WA
Transmitted via e-mail

Dear Dwight,

It gives me great pleasure to appoint you to the position of Director of Finance at an annual salary of $270,000.

Your appointment as Director is subject to City Council confirmation; therefore, you will need to attend the Council's confirmation hearings. Once confirmed by the City Council, your initial term will be for four years and you serve at the pleasure of the Mayor.

Your contingent offer letter provided employment information related to the terms of your employment, benefits, vacation, holiday and sick leave.

I look forward to working with you in your role as Director and wish you success. We have much work ahead of us, and I am confident that the Office will thrive under your leadership.

Sincerely,



Kaite B. Wilson
Mayor of Seattle

cc: Seattle Department of Human Resources file

City of Seattle Department Head Notice of Appointment

Appointee Name: *Dwight D. Dively*	
City Department Name: *Office of City Finance*	**Position Title:** *Director of Finance*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** Council Confirmation **to** 12/31/2029 ☐ *Serving remaining term of a vacant position*
Background: Dwight Dively brings extraordinary experience to this role, including more than a decade serving as Finance Director at the City of Seattle, followed by more than a decade as Director of the Office of Performance, Strategy, and Budget at King County, where he has also served as Chief Operating Officer since 2020. Over his long career, Dwight has developed a reputation as one of the best fiscal policy minds in local government. He led the successful effort to secure a AAA bond rating for the City—saving taxpayers millions of dollars over the last 25 years; oversaw the City's investment portfolio during the Great Recession to ensure zero losses from risky investments; and negotiated agreements that led to the construction of Benaroya Hall, Pacific Place, and the first Convention Center expansion. In addition to his public service, Dwight is a beloved professor at the University of Washington, where he has mentored countless students—many of whom now serve in my administration and continue to carry forward his commitment to excellence and integrity in public finance.	
Authorizing Signature:  **Date Signed:** March 9, 2026	**Appointing Signatory:** *Katie B. Wilson* *Mayor of Seattle*

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

CITY OF SEATTLE ▪ STATE OF WASHINGTON

OATH OF OFFICE

State of Washington

County of King

I, Dwight D. Dively, swear or affirm that I possess all of the qualifications prescribed in the Seattle City Charter and the Seattle Municipal Code for the position of Director of Finance; that I will support the Constitution of the United States, the Constitution of the State of Washington, and the Charter and Ordinances of The City of Seattle; and that I will faithfully conduct myself as Director of Finance.

_____

Dwight D. Dively

Subscribed and sworn to before me

this ____ day of _____, 2026. [Seal]

_____

Scheereen Dedman, City Clerk

DWIGHT D. DIVELY



PROFESSIONAL POSITIONS

2/2020 - <u>Director, Office of Performance, Strategy and Budget and Chief Operating Officer</u>
King County, Washington

Added the responsibility of serving as the County's COO. This position oversees and directs ten of the County's eleven operating departments.

3/2010 - <u>Director, Office of Performance, Strategy and Budget</u>
King County, Washington

This position is responsible for managing an 80-person office that develops and monitors the County's budget, establishes performance measures, prepares and updates the County's strategic plan, develops local and regional plans, manages grants, establishes financial policies, and leads the County's continuous improvement (Lean) efforts. The position is also part of the County's senior leadership team.

5/1994 - 3/2010 <u>Finance Director (and from 1997-2002 Executive Services Director)</u>
City of Seattle, Washington

This position manages the City's budget, accounting, investment, and debt management functions. At various times, other functions were added to the department, including personnel, fleet management, facilities management, and information technology. The Finance Director also is a member of three City pension boards.

6/1992 - 5/1994 <u>Central Staff Director, City Council</u>
City of Seattle, Washington

This position manages the 15-person analytical staff.

7/1987 - 6/1992 <u>Legislative Analyst (later Supervising Analyst), City Council Central Staff</u>
City of Seattle, Washington

Specialized in budget, energy, environment, and technology issues.

6/1986 - 7/1987 <u>Consultant</u> on higher education, technology, and economic issues

3/1985 - 6/1986 — Senior Policy Analyst (later Staff Director)
Washington High Technology Coordinating Board, Seattle, Washington

12/1982 - 3/1985 — Research Scientist
Battelle Human Affairs Research Centers, Seattle, Washington

EDUCATIONAL POSITION

9/1989 - Affiliate Assistant (later Associate) Professor
Evans School of Public Policy and Governance, University of Washington
Seattle, Washington

EDUCATION

Ph.C. Civil Engineering, University of Washington, 1988 (dissertation not completed)
Seattle, Washington

M.P.A. School of Public and International Affairs, Princeton University, 1982
Princeton, New Jersey

B.S. Chemical Engineering, summa cum laude, Rose-Hulman Institute of Technology, 1980
Terre Haute, Indiana

PROFESSIONAL ACTVITIES (selected)

9/1990 - Northwest Regional Interview Panel Chair
Harry S. Truman Scholarship Foundation

2/2000 - Board Member, Benaroya Hall Music Center
Seattle, Washington

HONORS AND AWARDS (selected)

S. Kenneth Howard Award (lifetime achievement in public budgeting and finance), Association for Budgeting and Financial Management, 2019.

Public Employee of the Year, Municipal League of King County, 2008.

Elmer B. Staats Award (outstanding contribution to public service), Truman Scholarship Foundation, 1994.

Outstanding Teacher Award, Evans School, 1994-1995, 2005-2006, 2006-2007, 2009-2010, and 2012-2013.

PUBLICATIONS (selected)

Dwight Dively and Richard Zerbe. Benefit-Cost Analysis in Theory and Practice (New York: Harper Collins, September 1993).

Dwight Dively. "Applications of Regulatory Theory to the Trucking Industry." Research in Law and Economics, Vol. 6, Spring 1984, pp. 131-140.

Dwight Dively. Transportation and Land Use Decision Making in New Jersey (Princeton: Council on New Jersey Affairs, 1982).

City of Seattle
Office of the Mayor

Press Release

For Immediate Release

Contact Information
Sage Wilson
Phone: 206-889-0277
Email: sage.wilson@seattle.gov

Mayor Wilson Announces New Leadership at Office of City Finance and Office of Economic Development

Mayor Katie B. Wilson today announced new departmental leadership at the Office of City Finance and the Office of Economic Development.

Seattle, WA - "Delivering on housing, transportation, and affordability requires a well-managed, financially responsible city government with the capacity to make the big investments we need. It also means doing everything possible to ensure a thriving economic environment for neighborhood businesses, big businesses the creative arts, and people just trying to get their start," said Mayor Wilson. "Today I'm appointing two leaders with the experience and dedication to achieve these goals: **Dwight Dively** at the Office of City Finance, and **Alicia Teel** as Acting Director of the Office of Economic Development. I'm grateful to Jamie Carnell for 31 years of dedicated service for Seattle residents

and Markham McIntyre for his leadership supporting small business recovery after the pandemic, and I know they'll continue to play an important role in our civic life."

City Finance

Financial stability and good government are prerequisites for our city to successfully deliver services to the public, and the Office of City Finance plays a key role delivering on that stability and capacity for investment.

Dwight Dively comes into this role with extraordinary experience, including more than a decade serving as Finance Director at the City, followed by more than decade as Director of the Office of Performance, Strategy and Budget at King County, where he has also served as Chief Operating Officer since 2020. Over his long career, Dwight has developed a reputation as one of the best fiscal policy and minds in local government. He led the successful effort to get a AAA bond rating for the City, which has saved City taxpayers millions of dollars over the last 25 years; oversaw the City's investment portfolio during the Great Recession to ensure that the City lost no money from risky investments; and negotiated agreements that led to the construction of Benaroya Hall, Pacific Place, and the agreement for the first Convention Center expansion.

"It is a great pleasure for me to accept Mayor Wilson's offer to serve as Finance Director. *I am excited to return to city government to help her carry out her vision and use the City's financial strengths to improve programs and services for everyone."*

—Dwight Dively

"It has been a privilege to lead the financial operations of a AAA-rated major U.S. city, ensuring transparency and clarity for decision-makers and the public.

Over the past 31 years with the City of Seattle, I have been honored to serve alongside an exceptional team at the Office of City Finance and to collaborate with City department leaders, Council members, stakeholders, the

Administration, and Executive Team. Together, we have upheld the City's strong fiscal foundation and advanced its commitment to accountability and public trust."

"As I step away from this role, I do so with deep gratitude for the partnerships and shared accomplishments that have defined my tenure. I remain committed to supporting the incoming leadership team and helping the City of Seattle sustain its financial strength and achieve Mayor Wilson's vision for the future."

—Jamie Carnell

Office of Economic Development

Seattle can only be a great place to live, work, and raise a family if it's also a great place to start and operate a business. The affordability crisis has hit local businesses hard, and the Office of Economic Development has a critical role to play in contributing to thriving communities, neighborhood stability, and a strong local economy.

"I am honored to have served as the director of the Office of Economic Development for the past four years. *I am proud of the team of smart, talented, and dedicated people we have assembled and the meaningful work we have done to shape the future of Seattle's economy.*

We pioneered community wealth building programs to close the racial wealth gap, led the Downtown Activation Plan, opened AI and climate tech incubators, solved neighborhood business challenges, and so much more.

OED is poised to develop the policies, programs, and partnerships that will make our economy more competitive, diverse, and resilient. I look forward to seeing what this office does next."

—Markham McIntyre

Alicia Teel most recently served as Deputy Director of the Office of Economic Development, where she helps lead the City's efforts to support small businesses, advance equitable economic growth, and strengthen

neighborhood and downtown economies. She brings experience in public-sector leadership and cross-sector collaboration focused on inclusive opportunity for Seattle residents and employers.

"I'm honored to serve in this interim capacity to lead the Office of Economic Development. *Our talented team is dedicated to leading projects and making investments that open up access to economic opportunities across our city, reduce the racial wealth gap, and encourage innovation and growth. We are deeply committed to a collaborative approach to this work, and share Mayor Wilson's sense of urgency to deliver meaningful, sustained progress."*

—Alicia Teel

###

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SECTION

B

City of Seattle

Seattle Human Resources

Kimberly Loving, Director

January 8, 2026

TO: Lindsey King – Talent Acquisition and Compensation Advisor - SHR

FROM: Annie Nguyen – Citywide Employment Compliance Advisor - SHR

SUBJECT: Background check for **Dively, Dwight Douglas**

The Seattle Human Resources has received a copy of **Dwight Douglas Dively's** background check provided by Global Screening Solutions. There were no findings that would impact their employment eligibility.

Cc: Personnel File

Appointment Questions
City Finance Interim Director, Dwight Dively

1. **You come to this position with decades of experience in finance and leadership positions, including with King County, the City of Seattle, in academia. What experiences do you believe best prepare you for this position?**

I have had the opportunity to work on public budgeting and finance issues since I started with the Seattle City Council Central Staff in 1987. I have worked with dozens of elected officials and have learned how to communicate complex financial information in ways that are understandable for decisionmakers and the public.

There are four principal experiences that will help me as the City Finance Director. First, I have worked on many complex financings for City and County projects, including the acquisition of the Seattle Municipal Tower, restructuring the debt for King County's Wastewater Treatment Division, and managing debt issues for the City during the Great Recession. I led the City's effort to obtain its first-ever AAA bond rating. This is good preparation for potential complex financings for general government or utilities in the future and for maintaining our high bond ratings to save money for our taxpayers and ratepayers.

Second, I have managed a wide range of functions throughout my career, including finance, budgeting, strategic planning, human resources, information technology, facilities, fleets, and performance management. As City Budget Director, County Budget Director, and County Chief Operating Officer, I became familiar with a wide range of governmental functions, including public safety, utilities, parks, housing, transportation, and human services. This wide range of experience also gave me the opportunity to work with all types of public employees.

Third, I have led a wide array of projects, including a new City financial system developed in the late 1990s, implementation of standardized financial reports at King County, and many organizational changes, including creating a new Office of Performance, Strategy and Budget at King County. Many of these projects involved changing structures and management approaches, such as supporting implementation of Lean as a process improvement methodology at the County. This gives me the experience to lead new projects in OCF.

Finally, I have led many large financial transactions and development projects, including construction of Benaroya Hall, the City's role in the first Convention Center expansion, and development of the Pacific Place Garage. I have worked on many other projects, including McCaw Hall, the City's fire facilities levy lid lift, and MOHAI. This experience will help as the City considers similar projects, such as the redevelopment of Seattle Center.

2. **What are your specific goals for the Office of City Finance over the next three years?**

OCF has a strong management team and staff, but several systems and processes need attention. One immediate priority is stabilizing Workday and completing a backlog of change requests. This will require close cooperation with ITD and improved communications and coordination with customer departments. The decentralized structure of payroll processing creates challenges that need constant attention. OCF just hired a new Payroll Director, who will be critical to this work.

A second goal is to improve the City's risk management functions. Risk management staff have been cut substantially in recent years. The City's liability insurance coverage has been reduced and premiums have significantly increased due to large judgments and settlements. Spending from the Judgment and Claims Fund has increased steadily in recent years, which reduces funds available for City services. I want to explore the concept of enterprise risk management as a way to reduce risks and costs. This involves a comprehensive assessment of risks for all major City programs, identification of ways to reduce or mitigate the risks, and providing proactive funding to implement those changes.

A third priority is to improve financial management practices, such as consistency in accounting, better management of cash balances, and simplification of some cost allocations. Many financial practices are decentralized and would benefit from improved coordination.

A final focus is bringing City financial activities closer to best practices. For example, options for paying some City bills still require checks rather than automated payments. OCF is proposing a capital project to replace very old tax administration systems, which will help to reduce the risk that the City cannot collect its revenues in a timely manner. Other changes can be made without meaningful cost.

3. **What do you see as the primary challenges facing the Office of City Finance? How do you plan to overcome these challenges?**

There are three primary challenges facing OCF: 1) antiquated systems; 2) limited staffing due to years of budget reductions; and 3) decentralization. Some progress has been made in replacing systems, but the largest new system (Workday payroll) still is challenging to use and needs to work through a list of change requests. If upcoming labor contracts include meaningful changes that affect the payroll system, work on these change requests would be further postponed. OCF, FAS, and ITD have submitted a 2027-2028 proposal to complete replacement of the tax and license administration system (SLIM), which is decades old. A major portion of the taxes administered by the City are still handled through SLIM, and there is a real risk that the system will fail or not be able to accommodate new changes in tax or permitting policies.

OCF has had significant budget reductions in recent years that have pushed staffing to minimum levels required to do basic, mandatory work. Several functions, including tax administration and risk management, could use more staff to handle increasing workloads and to improve City financial performance. Adding staff seems unlikely in the City's current fiscal situation, so we will be looking at every position vacancy to see if it should be repurposed to address higher priority needs.

Many people describe the City as a "federated model", which means that functions such as accounting and payroll are highly decentralized. I don't believe the City is a federation; we are and should be a single government working together for the benefit of our residents. There are benefits to decentralization but there are also costs if consistent standards aren't imposed and enforced. As an example, grant management is left almost entirely to the departments with little meaningful oversight by the Citywide accounting team in OCF. This creates risks for compliance and reporting that need to be addressed. I plan to work with other internal service agency directors to better understand the extent of decentralization. I may then explore ways that we could improve coordination and consistency across the government, especially where financial savings are possible.

4. **What methods do you plan to use to monitor the Office of City Finance's performance?**

OCF's business units have good sets of performance measures, such as claims tracking, volumes of transactions, return on investments, and results of audits. I have started to meet with each team either monthly or quarterly to review results. A next step is to build an Office-wide dashboard to compile the most meaningful information and update it on a regular basis.

OCF also has good data related to project implementation, such as Workday change requests. We also have regular monitoring meetings for these topics.

Over the next year or two, I want OCF to move to a higher level of performance management, including setting targets for improvements where possible. I also want to work with CBO to implement improved standard financial reports for all City funds, or at least those above a certain size. This was a very successful practice at King County that improved financial transparency for department directors, elected officials, and the public.

5. **What strategies have you employed in the past to build cohesive and effective teams? What is your organizational management approach?**

Successful teams require shared vision, clear two-way communication, openness to new ideas, respect, and celebration of success. I have inherited troubled organizations on multiple

occasions in my career and have built strong teams within a few years. Fortunately, OCF is in a much better place.

OCF adopted a strategic plan in 2025 but leadership changes and the budget process have prevented meaningful progress so far. OCF's leadership team recently identified a group of high-priority initiatives to pursue, some internal to OCF and some affecting the entire City government. Some that can be implemented quickly and others that will take more time and resources. We are now integrating these initiatives into the strategic plan and will use that to guide our work in the next few years.

Communication is vital to any successful organization. I have met with each of the teams in OCF to share information and my priorities, and have been pleasantly surprised at the degree of interaction we've had in these sessions. We will be starting an Office-wide newsletter and I will be sharing a Director's report with the team, likely on a monthly basis.

I have been pleased by the willingness to innovate that I've seen from OCF staff. This has been stifled somewhat by the adverse budget situation, but we are finding ways to improve services without new funding.

A strong organization requires all employees to respect each other. This is a critical component of the City's Race and Social Justice Initiative. I strongly support these types of efforts. I worked closely with the County's Equity, Race, and Social Justice team during the pandemic, including co-leading a $24 million grant program for BIPOC organizations. I have been pleased that OCF staff seem very respectful and work successfully in teams, and that we are restarting our RSJ efforts. I have emphasized the importance of this value with OCF's human resources team.

In my brief tenure, I have seen several examples of outstanding work by OCF staff. I have recognized these individuals for their work and plan to share that recognition broadly across the Office if the employee is comfortable with the attention.

6. **How do you intend to balance being a member of the mayor's administration with the vital role of providing unbiased, complete, and timely information to all branches of City government?**

Throughout my career, my goal has been to provide complete and objective information to elected officials, employees, and the public. I have never been asked to withhold information or to change it, nor would I do so (acknowledging that Executive Branch information is sometimes confidential until final decisions have been made and announced). This was a critical part of the Council Central Staff culture and I have never deviated from it.

One of the challenges I faced when starting as the budget director for King County was a profound distrust between the County Council and a former Executive. There was a widespread belief among Councilmembers that information was withheld or manipulated, which was the motivation behind creating the Office of Economic and Financial Analysis to do economic and revenue forecasts. With the support of Executive Dow Constantine, I spent about three years rebuilding trust with the County Council. That renewed trust was critical in periods with great financial challenges, such as the COVID-19 pandemic.

7. How can we better use our financial tools to address the needs of our growing city?

The City's revenue structure is an ad hoc assemblage of funding sources created at different times and for different purposes. It reflects the often arbitrary constraints of State law, the purposes of various levy lid lifts, the establishment of quasi-independent entities such as the Metropolitan Park District, and policies established by multiple Mayors and City Councils. I think it is fair to say that no one would have consciously designed the revenue system we have today.

I think it would be worthwhile to do a thorough study of the current revenue structure and assess its effects on various taxpayers. What level of City taxation is imposed on residents with different incomes? How has this changed over time? What level of City taxation is imposed on different types of businesses, both by size and by type? How has this changed over time, especially with the Payroll Expense Tax and Seattle Shield? How do our taxes compare with neighboring cities and our peers in other states (recognizing that interstate comparisons are hard)? This information would be useful in deciding how the City's elected officials might explore creating more progressive and stable revenues, while maintaining a reasonable level of affordability for our businesses and residents.

I also would note that the City's revenue structure has become very inflexible. Some activities are funded well; others are not. When I started with the City in 1987, there were two levy lid lifts (low-income housing and the Seattle Art Museum). Almost all other general government activities were funded from the General Fund, giving the Mayor and Council great flexibility to allocate resources to the highest priorities. Finding ways to restore some of this flexibility would be very useful, but almost certainly would require changes in State laws.

Finally, I believe the City should be more active in seeking non-City revenue sources for critical projects. For example, King County's Doors Open 0.1% sales tax administered through 4Culture, which generates about $100 million annually, could be a valuable source of support for some of our cultural facilities that need capital investments. This might require changes in the underlying State statute or King County's policies, which would not be easy, but still is worth the effort. There are other regional and statewide sources that could be explored, as well.

8. **Are there improvements you see that can be made to the way we forecast revenue for the City of Seattle?**

I think it is too early for me to answer this question. I have just participated in my first City revenue forecast and haven't had time to dig into the details of the forecasting models. The City has several revenue sources that are difficult to forecast, either because they are relatively new or because they are sensitive to economic conditions. It is also important to recognize that we face a great number of uncertainties, including being at war, having a constrained world oil supply that likely won't change for months, dealing with reduced world trade due to tariffs, having Artificial Intelligence affect some of our major employers (for good and for bad), and understanding the potential effects of State and local tax changes. Assessed property value will likely have slower growth than in the past due to office vacancies, high mortgage rates, and economic uncertainties. It is a challenging time to be a forecaster!

Legislation Text

File #: Appt 03469, **Version:** 1

Appointment of Beto Yarce as Director of the Office of Economic Development.

The Appointment Packet is provided as an attachment.

City of Seattle

Director

Office of Economic Development

Confirmation Packet
March 18, 2026

Beto Yarce

March 18, 2026

The Honorable Joy Hollingsworth
President, Seattle City Council
Seattle City Hall, 2nd Floor
Seattle, WA 98104

Dear Council President Hollingsworth:

It is my pleasure to transmit to the City Council the following confirmation packet for my nomination of Beto Yarce as Director of the Office of Economic Development (OED)

The materials in this packet are divided into two sections:

1. **Beto Yarce**
   This section contains Mr. Yarce's appointment form, oath of office form, resume and the press release announcing his nomination.

2. **Background Check**
   This section contains the report on Mr. Yarce's background check.

I am pleased to inform you of my nomination of Beto Yarce as Director of the Office of Economic Development (OED). OED offers a range of support and resources aimed at strengthening local businesses and building a diverse, robust economy that benefits everyone in Seattle. This decision was shaped through thoughtful discussions with members of my transition team to ensure it reflects our shared vision for inclusive growth and opportunity.

Beto Yarce is a business executive, entrepreneur, and nonprofit leader dedicated to advancing economic equity and entrepreneurship. Fluent in English and Spanish, he brings over 15 years of experience driving growth and impact across business, nonprofit, and public sectors. Appointed by President Joe Biden as Regional Administrator for the U.S. Small Business Administration (SBA) Region 10, Beto supported more than 1.3 million small businesses through expanded access to capital, counseling, and federal contracting opportunities. He also served as Executive Director of Ventures in Seattle, where he led the organization's turnaround and expansion. His career reflects a lifelong commitment to empowering communities, strengthening small businesses, and building inclusive economic opportunity.

This nomination reflects my commitment to create economic opportunity that lifts people up and builds a city where everyone feels welcome to start and grow a business. Choices that are good for our economy must also be good for our people—supporting small businesses means creating jobs close to home, and investing in thriving business districts means building spaces where entrepreneurs and residents can succeed together. As I said in my inaugural address, "We will build an economy from the bottom up, not the top down—because when we invest in people and neighborhoods, prosperity follows." Our work will focus on expanding access to capital, education, and innovative programs so small businesses can thrive and prosperity reaches every corner of Seattle. We will remove barriers that prevent businesses and workers from succeeding, ensuring that economic growth is shared broadly and equitably.

Quotes from Community Leaders:

Teresa Mosqueda King County Councilmember District 8

> “I am thrilled the City of Seattle will have the skills and expertise of Beto Yarce serving as the Director of Seattle's office of Economic Development. Through his work founding and leading Ventures, he has helped countless individuals get on the ladder to economic security. As the leader of the Office of Economic Development, he will bring this dedication for helping others build an economy that grows healthy communities not just profits. With Beto at OED I am sure the relationship between the City and the County will continue to prosper, and small businesses and entrepreneurs will have a steady hand to guide them at the city in these unstable times due to the federal government. I whole heartedly support him for this role and humbly ask for your support on his confirmation.”

Michelle Merriweather, President and CEO, Urban League of Metropolitan Seattle

> “I am excited to see Beto Yarce step into this role at such an important time for Seattle’s economic future. Beto understands that true economic development must include and uplift the communities that have historically been left out. He understands that economic development is not just about numbers, it is about people, families, and the dreams of entrepreneurs who power our neighborhoods. I am excited for his leadership and confident that he will work to build an economy that is inclusive, resilient, and reflective of Seattle’s diverse communities."

Ryan Calkins, Commissioner, Port of Seattle

> "Having worked closely with Beto over many years, I’m thrilled that Mayor Wilson has asked him to lead OED. Beto has a proven track record of successful economic development working with small businesses that serve as the heartbeat of our city to larger businesses employing thousands of workers throughout the region. Just as important, his own experience as an entrepreneur will guide the City’s efforts to expand business opportunities for people from every community."

Beto Yarce:

> “I am grateful and honored to serve as Director of Seattle’s Office of Economic Development and to collaborate with Mayor Katie Wilson and her team. I’m thankful for the mayor’s trust and shared commitment to building a more inclusive economy for our city. Together, we will strengthen healthy businesses, support thriving business districts, and partner with community organizations to ensure economic opportunity reaches every corner of Seattle. As a small business owner and immigrant, I understand firsthand the challenges many entrepreneurs face. I am eager to work with our team and community partners to build an economy from the bottom up—expanding access to capital, education, and innovative programs so small businesses can grow, create jobs, and help build lasting prosperity for current and future generations.”

I trust that after reviewing Mr. Yarce's application materials, meeting with him, and following the thoughtful review of Councilmember Rinck's Human Services, Labor, and Economic Development Committee, you will find that Mr. Yarce is the ideal leader for OED.

If you have any questions about the attached materials or need additional information, Chief of Staff Kate Brunette Kreuzer would welcome hearing from you. I appreciate your consideration.

Sincerely,

Katie B. Wilson
Mayor of Seattle

SECTION

A

January 18, 2026

Beto Yarce
Seattle, WA
Transmitted via e-mail

Dear Beto,

It gives me great pleasure to appoint you to the position of Director of the Office of Economic Development at an annual salary of $237,948.

Your appointment as Director is subject to City Council confirmation; therefore, you will need to attend the Council's confirmation hearings. Once confirmed by the City Council, you serve at the pleasure of the Mayor.

Your contingent offer letter provided employment information related to the terms of your employment, benefits, vacation, holiday and sick leave.

I look forward to working with you in your role as Director and wish you success. We have much work ahead of us, and I am confident that the Office will thrive under your leadership.

Sincerely,

Kaite B. Wilson
Mayor of Seattle

cc: Seattle Department of Human Resources file

City of Seattle Department Head Notice of Appointment

Appointee Name: *Beto Yarce*	
City Department Name: *Office of Economic Development*	**Position Title:** *Director*
☒ **Appointment** ***OR*** ☐ **Reappointment**	**City Council Confirmation required?** ☒ Yes ☐ No
Appointing Authority: ☐ City Council ☒ Mayor ☐ Other: *Fill in appointing authority*	**Term of Position: *** Council Confirmation **to** Mayor's Discretion ☐ *Serving remaining term of a vacant position*
Background: Beto Yarce is a business executive, entrepreneur, and nonprofit leader dedicated to advancing economic equity and entrepreneurship. Fluent in English and Spanish, he brings over 15 years of experience driving growth and impact across business, nonprofit, and public sectors. Appointed by President Joe Biden as Regional Administrator for the U.S. Small Business Administration (SBA) Region 10, Beto supported more than 1.3 million small businesses through expanded access to capital, counseling, and federal contracting opportunities. He also served as Executive Director of Ventures in Seattle, where he led the organization's turnaround and expansion. His career reflects a lifelong commitment to empowering communities, strengthening small businesses, and building inclusive economic opportunity.	
Authorizing Signature: Katie B Wilson **Date Signed:** March 18, 2026	**Appointing Signatory:** *Katie B. Wilson* *Mayor of Seattle*

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

CITY OF SEATTLE ▪ STATE OF WASHINGTON

OATH OF OFFICE

State of Washington

County of King

I, Beto Yarce, swear or affirm that I possess all of the qualifications prescribed in the Seattle City Charter and the Seattle Municipal Code for the position of Director of the Office of Economic Development; that I will support the Constitution of the United States, the Constitution of the State of Washington, and the Charter and Ordinances of The City of Seattle; and that I will faithfully conduct myself as Director of the Office of Economic Development.

_____

Beto Yarce

Subscribed and sworn to before me

this ____ day of _____, 2026. [Seal]

_____

Scheereen Dedman, City Clerk

Beto Yarce

[redacted]

Strategic Business Executive, Entrepreneur, Nonprofit Leader, and Presidential Appointee fluent in English and Spanish.

- Fundraising
- Networking
- Marketing and Outreach
- Policy development
- Strategic planning
- Strategic thinking
- Negotiation and problem solving
- Management and Oversite
- Budget management
- Program design, implementation, and management
- Public Relations
- Diversity and Inclusion leadership

PROFESSIONAL EXPERIENCE

CEO-Founder
Beto Yarce Consulting
September 2022-Present

- 15years of experience in business, nonprofit, and entrepreneurship. We specialize in organizational change and are dedicated to delivering exceptional results while empowering organizations to thrive.
- Our services include team building, coaching, organizational restructuring, strategic planning, relationship building, donor partnerships, collaborations, public speaking, emotional intelligence, and fostering a growth mindset.
- With a focus on driving growth and creating lasting impact, we provide innovative solutions and strategies to help businesses and nonprofits achieve their goals. Trust in our experience and expertise as we guide you towards success in navigating the ever-changing business landscape.

Regional Administrator Region 10
U.S. Small Business Administration SBA www.sba.gov
January 2024- January 2025

- As the Regional Administrator for the U.S. Small Business Administration's Region 10, appointed by President Joe Biden, I serve as the President's voice in my region, championing the SBA's mission to empower the American dream of business ownership. In this capacity, I oversee all SBA programs, offices, and operations across the Pacific Northwest, encompassing Alaska, Idaho, Oregon, and Washington.

- Region 10 is home to over 1.3 million small businesses that employ nearly half of the workforce in this economically and culturally diverse area. It encompasses some of the most remote businesses as well as global leaders in innovation. As the primary resource and advocate for small businesses, supported by the strengths of the federal government, I manage a team of leaders across the region to help them achieve their goals. This includes providing access to capital, counseling, federal contracting, and disaster assistance, while also acting as a liaison with Headquarters and the White House. My efforts are dedicated to fostering growth, encouraging entrepreneurship, and ensuring businesses have the tools they need to thrive.

Chief Program Officer
Mission Economic Development Agency MEDA https://medasf.org/
September 2023- December 2023

- Responsible for overseeing MEDA's client-serving programs, including the Family Economic Success programs, Mission Promise Neighborhood, and Fondo Adelante, a business development initiative and community development financial institution (CDFI). Beto provides vision, leadership, coaching, and support to the programs team, driving impactful change in the communities they serve.

Executive Director
Ventures www.venturesnonprofit.org
Seattle, WA
May 2014- July 2022

- Reorganized the organization from a $400K deficit to a $3.3M budget and increased the team from 10 to 25 members.
- Balanced budget during transition time, reducing expenses and increased efficiency.
- Leading the organization in promoting business and economic development with key stakeholders.
- Leading team to define and achieve organizational goals and objectives.
- Maintaining external relations with community agencies, business assistance organizations, financing institutions and public agencies.
- Leading team in the implementation of all program components, including training, business technical assistance, lending programs, on-going marketing assistance, Individual Development Account (IDA) activities, and business & personal support services.
- 13 years' experience and responsibility of microfinance programs, including firsthand experience managing 7(a) and microloan programs for SBA. Experience managing the CDFI providing oversight and managing the organization's lending program, including:
  - Determine and manage lending policies, procedures, and rates. Oversee pipeline activities, underwriting, collections, documentation, write-offs, workouts, customer service. Follow Loan Policies and Procedures.
  - Manage the Board Advisory Loan Committee (BALC) – including member relations, planning, meetings, and communication.
  - Founder of the Latino program and created all systems in Spanish to support this community in access to capital with our financial products including, peer loans, microloans, business builder loans and ongoing TA with a 98% repayment rate.
- Fundraising on behalf of the organization through donor relations, grant applications, with highly successful outcomes with foundations philanthropic organizations, identifying and pursuing new sources of revenue, earning revenue and social enterprise experience.
- Increases public awareness with marketing and outreach in different outlets, including Radio, TV, Newspaper, magazines, social media, and blogs
- Increased and diversified funding sources, doubled individual donors, cultivated new major donors, built key relationships with foundations, corporate and government agencies.
- Increased engagement with human resources, building staff morale, offering professional development opportunities, expanded benefits and reduced turnover from 7% to 2%.
- Leads Diversity Equity and Inclusion across the organization including board, staff, stakeholders and clients.

Seattle City Council District 3 Candidate
November 2018- February 2019 Seattle City Council

Latino Program Director
Washington CASH www.washingtoncash.org
Seattle, WA
March 2008 – May 2014

- Established Latino Program starting with a budget of $15K and expanded to over $300K and growing.
- Secured funding with local banks and private foundations to create micro lending programs for the Latino community.
- Over 1,000 Latinos completed the business development training program, accounting for 32% of all Washington CASH clients.
- Served as a coach, mentor, and resource for new clients, consulted with business owners encompassing all phases of business.
- Strategic Planning, managing budgets and supervising staff.
- Curriculum development, implementation, utilizing feedback from client evaluations.

Owner
Cintli by Beto Yarce
Seattle, WA www.cintli.com
March 2003 – June 2017

- Directed and managed franchises throughout Seattle Washington. Oversees all aspects within Latin and American marketing operations, responsible for strategic planning, lead generation and direct supervision of staff.
- Accomplished successful marketing through press releases, professional networking and by creating an educational focus to allow greater company exposure; ensures top-level customer satisfaction.

Education

Boston College
Center for corporate Citizenship, Carroll School of Management
Academy for Nonprofit Leadership Certificate
October 2019

University of Washington
Non-Profit/Public Organizational Management Certificate
March 2015

MBA in International Business
Instituto Tecnológico de Estudios Superiores de Occidente (ITESO)
Guadalajara, Jalisco, México (1998–2002)

Community involvement

Honor PAC board member 2023- July 2024
Cedarmere Foundation board of trustees 2022-present
Evergreen Business Capital board member 2019-October 2023
Member of the City of Seattle Small Business Advisory Council (SBAC) 2018-2022
Member of the City of Seattle Equitable Investment Task Force (ECITF) 2020-2021
Washington State LGBTQ Commissioner 2020

Member of the City of Seattle Census Task Force 2019-2020
Representative of the Mexican abroad IME 2012-2014 (Secretary)
King County Civil Rights Commission board member 2012-2013

Awards

Business Leadership Award by University of Washington 2024
Puget Sound Business Journal Business of Pride Award 2019
Crosscut Business Courage Award 2018
City of Seattle Emerging Leader Pride Award 2018
Puget Sound Business Journal Innovation Award 2018
SBA Director Excellence Award 2016
GSBA Nonprofit of the year 2016
NSHIMBA Community leader of the year 2012
KOMO TV Latino Business of the Year 2009

City of Seattle
Office of the Mayor

Press Release

For Immediate Release

Contact Information
Sage Wilson
[redacted]

Mayor Wilson announces departmental leadership decisions

SEATTLE - Mayor Wilson today announced her decisions on the leadership of several city departments.

"I could not be more excited about the talent and expertise of the people who have stepped up to lead city departments, and I know that together, this team will be able to accomplish extraordinary things," said Mayor Wilson. "I look forward to working with Quynh Pham at the Department of Neighborhoods, Amy Nguyen at the Office of Arts and Culture, Beto Yarce at the Office of Economic Development, Lylianna Allala at the Office of Sustainability and the Environment, Rico Quirindongo at the Office of Planning and Community Development, Mina Hashemi at Office of Intergovernmental Affairs and Dr. Amarah Khan at the Office of the Employee Ombud. I am grateful to the outgoing department leaders for all of their contributions to the City over the years, and to the interim leaders for stepping up to aid my transition."

Department of Neighborhoods

The Department of Neighborhoods is dedicated to help neighbors connect, build strong communities, improve their quality of live, and engage with city government. Jenifer Chao will be leaving the Department of Neighborhoods, and Sam Read will fill her role until Quynh Pham becomes Acting Director.

Quyhn is currently the Executive Director of Friends of Little Saigon (FLS), a community development organization dedicated to preserving and enhancing Little Saigon's cultural, economic, and historical vitality. Her 14 years of nonprofit development experience have shaped local policy, advanced opportunities for Southeast Asian artists and cultural practitioners, and increased investments in BIPOC initiatives around equitable development and small business resiliency. She is also the mother of two toddlers, who continue to fuel her drive to ensure they grow up in a culturally rich, accessible, and diverse community.

Quynh Pham:
"I am honored to step into the Department of Neighborhoods, a department that sits at the intersection of community and government. Through my work at Friends of Little Saigon, I have learned that the most effective solutions come from those closest to the challenges. In this new role, I look forward to working alongside and supporting Seattle's diverse neighborhoods."

Office of Arts and Culture

The Office of Arts and Culture manages the city's public arts program, provides grants to support the arts, operates arts education programs and cultural facilities, and strives to make Seattle a place where everyone has the opportunity to engage in diverse arts and cultural experiences. Gülgün Kayim will be leaving the Office of Arts and Culture, and Kelly Davidson will fill her role until Amy Nguyen becomes Acting Director.

Amy Nguyen brings over a decade of public sector leadership to the position, including service as Deputy Director at the Office of Planning & Community Development and as Interim Deputy Director and Public Art Director at the Office of Arts & Culture. Raised in White Center and shaped by experiences in New York and New Orleans, Nguyen is committed to activating and sustaining

Seattle through arts and culture, so creativity is something everyone can access, in every neighborhood.

Amy Nguyen:
"Creativity is how a city honors its past, heals its present, and imagines its future. I'm honored to serve as the Acting Director for the Office of Arts & Culture, and excited to support the artists and communities shaping Seattle every day. My north star is a future where more people have resources, space, and freedom to create and where meaningful cultural experiences are within reach and close to home."

Gülgün Kayim:
"I'm honored to have served Seattle during a time of big changes for the Office of Arts & Culture and the city as we navigate post-pandemic recovery. Since I joined in 2023, I'm proud to have led stabilization of the department after major staffing and scope reductions, complete a comprehensive Strategic Plan, and rebuild capacity. Together, we strengthened community oversight by expanding the Seattle Arts Commission, brought back the King Street Station Advisors, improved operations, launched new programs to support organizational transformation in the cultural sector, and restructured the department to better align with the City's community and civic priorities.

I'm especially proud of the relationships built with communities, cultural organizations, and civic partners across Seattle, as well as the department's role in activating Downtown and installing major public art along the Seattle Waterfront. This work has set the stage for Seattle's first-ever citywide Cultural Plan and prepared us to lead major cultural programming during the 2026 FIFA World Cup."

Office of Economic Development

The Office of Economic Development offers a range of support and resources aimed at supporting local businesses, support thriving neighborhoods, and help build a diverse, robust economy benefits everyone in Seattle. Alicia Teel will return to her position as Deputy Director when Beto Yarce becomes the Acting Director.

Beto is a business executive, entrepreneur, and nonprofit leader dedicated to advancing economic equity and entrepreneurship. Fluent in English and Spanish, he brings over 15 years of experience driving growth and impact across business, nonprofit, and public sectors. Appointed by President Joe Biden as Regional Administrator for the U.S. Small Business Administration (SBA) Region 10, Beto was responsible for supporting more than 1.3 million small businesses through expanded access to capital, counseling, and federal contracting opportunities. He is the CEO and Founder of Beto Yarce Consulting, where he helps organizations strengthen leadership, strategy, and performance, and previously served as Executive Director of Ventures in Seattle, where he led the organization's turnaround and expansion. His career reflects a lifelong commitment to empowering communities, strengthening small businesses, and building inclusive economic opportunity.

Beto Yarce:
"I am grateful and honored to serve as Director of Seattle's Office of Economic Development and to collaborate with Mayor Katie Wilson and her team. I'm thankful for the mayor's trust and shared commitment to building a more inclusive economy for our city. Together, we will strengthen healthy businesses, support thriving neighborhoods, and partner with community organizations to ensure economic opportunity reaches every corner of Seattle. As a small business owner and immigrant, I understand firsthand the challenges many entrepreneurs face. I am eager to work with our team and community partners to build an economy from the bottom up—expanding access to capital, education, and innovative programs so small businesses can grow, create jobs, and help build lasting prosperity for current and future generations."

Office of Sustainability and the Environment

The Office of Sustainability and the Environment works to ensure a clean and healthy environment for everyone who lives and works in Seattle. Michelle Caulfield will return to her position as Deputy Director when Lylianna Allala becomes the Acting Director.

Lylianna currently serves as the Interim Deputy Director, and previously served as the City of Seattle's first Climate Justice Director. As the Climate Justice Director, Lylianna oversaw citywide implementation of Seattle's Equity & Environment Initiative and Seattle's Green New Deal. Prior to joining the City, Lylianna led climate & environmental policy & outreach for Congresswoman Pramila Jayapal.

Lylianna Allala:
"I am grateful for the opportunity to lead the Office of Sustainability & Environment under Mayor Wilson's leadership. I share Mayor Wilson's commitment to building strong and inclusive partnerships and uplifting community centered solutions to ensure that Seattle's climate action yields tangible benefits for all our communities. I am immensely proud to lead this department of passionate people who have dedicated themselves to implementing innovative policies and programs that meet community needs and improve quality of life through clean air and water, healthy forests and trees, access to fresh foods, and inclusive pathways to careers that help Seattle reduce emissions and become more climate resilient. Caring for the environment must begin with caring for one another."

Office of Planning and Community Development

The Office of Planning and Community Development partners with neighborhoods and businesses, and works across City departments to assess community needs, prioritize resources, and develop of a city that is inclusive, affordable, vibrant, interconnected and innovative. Mayor Wilson is retaining **Rico Quirindongo** as director of the Office of Planning and Community.

Rico has dedicated over 30 years to revitalizing and reimagining neighborhoods. Through his passion for architecture, civic engagement, and sustainable design, Rico has been at the forefront of projects that breathe new life into Seattle's urban fabric, ensuring that growth aligns with community values and environmental stewardship. As a founding member of the Northwest Chapter of the National Organization of Minority Architects, Rico has helped foster diversity and inclusion within the field. His leadership

extends across several prominent roles, from chairing the Pike Place Market Preservation and Development Authority Council to serving as President of AIA Seattle. In 2020, he delivered his first TED Talk and was recognized nationally as a "Citizen Architect" by the American Institute of Architects (AIA). Last year, he was named one of Seattle's Most Influential by Seattle Magazine. Rico believes in the power of design in shaping resilient, inclusive communities.

Rico Quirindongo:
"It's an honor to remain at the helm of OPCD under Mayor Wilson's leadership, and I'm grateful for the trust and partnership that make our work possible. With the passage of the Comprehensive Plan in December, we have an incredible opportunity to shape Seattle's future. I'm excited to continue working with homeowners, renters, developers, nonprofits, and the design community to envision a city where everyone can live, work, and play. Our commitment is clear: embrace diversity, repair the harms of our redlining past, and create pathways to generational wealth-building in Black and Brown communities. We will foster a city where artists, entrepreneurs, small-business owners, and working families can afford to thrive, be seen, and be celebrated."

Additional leadership decisions

Mina Hashemi will remain as head of the **Office of Intergovernmental Relations,** and Dr. Amarah Khan will remain as head of the **Office of the Employee Ombud**.

Other departments will see interim leadership changes until a permanent director is selected. At the **Office of Housing**, Maiko Winkler-Chin will be leaving as director, and Andréa Akita will serve as Interim Director. At the **Parks Department**, AP Diaz will be leaving as director, and Michele Finnegan will serve as Interim Director.

Dr. Amarah Khan:
"It is an absolute privilege to continue to serve the City of Seattle Employees as the Director of the Ombuds Office. Our office is a safe place for employees to report issues and concerns. For nearly seven years, we have diligently upheld the highest standards of confidentiality while ensuring conflict resolution

services are provided in a timely manner. I am grateful for Mayor Wilson's support and faith in this very important work."

Andréa Akita:
"I'm honored to serve in this interim role, leading the Seattle Office of Housing. Our team is dedicated to stewarding the City's affordable housing investments, policies, and programs to prevent displacement, create new opportunities, and preserve existing affordable homes. This work is rooted in collaboration, working jointly with others to achieve shared goals, because we know that only by partnering with communities, stakeholders, and advocates can we realize Mayor Wilson's vision of a Seattle that is affordable for everyone."

Maiko Winkler-Chin:
"It has been an honor to serve these last four years as Director of the Seattle Office of Housing. This team is one of the smartest in the City, navigating the complex challenges in creating and preserving affordable housing.

It's never just about housing. It's about creating lasting community assets, repairing past harms, and ensuring all neighborhoods offer diverse housing options. Our investments bring homes and vital neighborhood elements like small businesses, childcare, libraries, and cultural anchors.

Together, we achieved incredible milestones: passing the nation's largest Housing Levy at nearly $1 billion, welcoming over 800 low-income families into affordable rental homes, helping 300 families buy their first homes, and advancing projects like Fort Lawton, Mount Baker Station, and Lake City Community Center. We adapted to meet the moment because Seattle has changed, and so must we.

I leave the Office in the hands of my good friend and mission partner, Interim Director Andréa Akita, who will continue the hard work of making sure everyone in Seattle has a healthy and affordable home. I look forward to seeing the policies, programs, and investments OH creates continue to shape Seattle."

Michele Finnegan:
"I'm honored to serve as Acting Superintendent of Seattle Parks and Recreation, an organization powered by a passionate workforce committed to

strengthening communities and improving lives across Seattle through our parks, programs, and services. We share a vision for vibrant communities, a healthy environment, and affordable, accessible opportunities for all. I look forward to partnering with Mayor Wilson, City departments, and community members to support solutions to shared challenges facing our city.

AP Diaz:
"I'm grateful for the opportunity to have led the Seattle Parks and Recreation Department. With a workforce of nearly 2000 employees, they are the ones who make Seattle's Parks the 8th best park system in America. Even in the rainy, cold, and darkest of days they show up and out for community - providing exceptional park experiences, with a love and commitment to enriching the lives of children, teens, adults and our aging population. That's why our motto is Seattle Shines! During the past three years, we launched Swim Seattle to eradicate disproportionate drownings among kids of colors; worked to combat nature deficit syndrome by launching the Red Barn Ranch Initiative; created Seattle Mentors — a wage-based youth employment and mentorship program and are poised to now tackle the epidemic of loneliness plaguing our largest cities. We also secured the United Nations "role model" city status for our work on urban forest regeneration — the only U.S. City to receive this worldwide recognition and a commitment to advance our City's climate initiatives.

These accomplishments reflect only part of what we together helped deliver and performed for our City's parklands and waterscapes. Whether responding to natural disasters, supporting staff after traumatic events, or reimagining the role of parks in civic life — I endeavored to show up with strength, empathy, a friendly outlook, authenticity and a can-do spirit. I was proud to be the only Latino cabinet member and I am thankful to have been trusted by so many of our SPR workforce, respected in the community, and counted on by various City leaders and stakeholders such as the Seattle Parks Foundation, The Associated Recreation Council, The Zoo, The Aquarium and scores of neighbors, community groups and park advocates."

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SECTION

B

City of Seattle

Seattle Human Resources

Kimberly Loving, Director

January 20, 2026

TO: Lindsey King – Talent Acquisition and Compensation Advisor - SHR

FROM: Annie Nguyen – Citywide Employment Compliance Advisor - SHR

SUBJECT: Background check for **Sanchez Yarce, Carlos Alberto**

The Seattle Human Resources has received a copy of **Carlos Alberto Sanchez Yarce's** background check provided by Global Screening Solutions. There were no findings that would impact their employment eligibility.

Cc: Personnel File

Appointment Questions
Interim Director Beto Yarce, Office of Economic Development

1. **What drew you to this important role with the City of Seattle?**
   I was drawn to this role because it allows me to bring together my lived experience, my professional background, and my commitment to public service in support of Seattle's economic future. As an immigrant, entrepreneur, and nonprofit leader, I've experienced firsthand the barriers that can stand in the way of opportunity, and that life experience equips me to do this work with empathy, urgency, and perspective.

   OED is not new to me. As a small business owner, entrepreneur, and founder of Ventures, I have worked with the department for many years. This experience as a participant of the programs and a partner to the department gives me a unique understanding of how the department operates, how it has grown, and what opportunities are ahead for us.

   What excites me most is the chance to deliver real results by uniting multiple partners around a shared goal. I've built a career bringing people together across sectors, aligning different perspectives, and turning collaboration into action. In this role, I want to continue doing that for Seattle's businesses and neighborhoods by strengthening partnerships, expanding access, and helping create a more inclusive economy for all.

2. **What is your long-term vision of strengthening Seattle's small business ecosystem?** My long-term vision for strengthening Seattle's small business ecosystem is a city where opportunity is broad, inclusive, and sustainable. I envision a diverse, affordable, and equitable economy with a unified ecosystem that brings together innovation, thriving small businesses, vibrant neighborhoods, public safety, and basic needs support for our most vulnerable residents. To get there, we need to remove barriers that hold businesses back, invest in technical assistance, provide training, and offer ongoing support that helps businesses not just start, but stay and grow. We also need to be bold in creating programs that allow innovation, especially for entrepreneurs who are ready to build the next generation of businesses and neighborhood anchors. Small businesses are the backbone of Seattle's communities, and my goal is to create the conditions for

them to thrive in every part of the city. That means aligning public, private, and community partners around a shared strategy that expands opportunity, strengthens neighborhoods, and ensures economic growth and equity move forward together.

3. **What do you see as the biggest economic challenges facing Seattle? What are some of the unique opportunities Seattle has for economic growth?**

   Seattle's biggest economic challenges are rapid growth, affordability, and public safety, along with the risk of depending too heavily on one industry, especially tech. Like many fast-growing cities, Seattle has to make sure that growth works for everyone and that people, small businesses, and neighborhoods are not priced out or left behind. We also need to keep strengthening the conditions that make the city safe, welcoming, and viable for business investment. At the same time, Seattle has unique opportunities for economic growth. Compared with regions like Los Angeles, San Francisco, and New York City, Seattle is still relatively competitive on affordability, which gives us an advantage in attracting talent, entrepreneurs, and investment. We also have a strong foundation in key industries like clean energy, maritime, manufacturing, and AI, and those sectors create real opportunities to diversify the economy and support long-term resilience. My focus is on building on those strengths while making sure Seattle remains a place where innovation, thriving neighborhoods, and opportunity can grow together.

4. **What do you see as the biggest challenges facing the Office of Economic Development over the next four years and what is your approach to addressing those? What are some metrics you would use to evaluate OED's performance?**

   One of the biggest challenges facing OED is our capacity to maintain focus on the City's role in navigating the economic challenges expressed here. To address this, we have to be proactive about how we build the larger systems and structures that can strengthen our economy. At the same time, we also have to stay responsive to emerging needs from businesses.

Part of what has enabled OED to make such an impact over the past several years has been our growth, so that we can have that necessary balance between helping businesses with acute needs while building our future economy. The City's budget challenges are a risk for the resources we have available to carry out that work. Over the next four years, I'm dedicated to working to grow our economy to hopefully ease those challenges.

Some of the metrics I would use include:

- Stability, retention, and growth of businesses, including BIPOC-owned, minority-owned, women-owned, and LGBTQ+-owned businesses
- Ease of permitting and at faster rates for businesses - making the regulatory journey for businesses predictable, affordable, and timely
- Increased business activity and vibrancy in our neighborhood business districts, including Downtown
- The performance outcomes of Business Improvement Areas and formation of BIAs
- Growth of our key industry sectors and the businesses that shape them – including the number of businesses, a productive industry environment, and job growth
- Attraction of businesses of all sizes to the City, restoring the reputation that Seattle is "open for business"
- Increased access and leverage of affordable capital for underrepresented small businesses to grow and thrive
- Growing City support for scaling small and mid-sized businesses

5. What role should the Office of Economic Development play in workforce development?

We have both an internal and an external role in workforce development. First, I'm proud of OED's work to convene over eleven departments to align investments, priorities, and opportunities. When this work began in 2025, the city's workforce investments and programs weren't coordinating or connecting the people graduating from programs and trainings to the next step in their skills or career path within and around the City and region. We've gone from having $15 million invested across the City, across more than 65 programs, to getting unified around three main pillars:

1. The City as a model employer
2. Data and impact
3. Strategic partnerships with entities like higher education, labor and industry, public workforce partners, and other municipal workforce systems.

Three of the most immediate opportunities that the City has are with youth, utilities, and clean energy talent development within the City and regional economy, and we've continued to convene a cross-department workforce group within the City to advance that work. This work is already seeing success. On Monday, the Mayor and I visited the Joint Training Facility used by SPU and SCL. Seattle is one of three cities selected for the 2026 NLC/AIR GROW Learning Lab, an eight-month effort to strengthen municipal hiring, retention, and workforce data systems. The Learning Lab work connects directly to SPU and SCL's workforce needs, particularly around utilities and clean energy roles essential for service reliability, climate goals, and electrification.OED is also an important voice for the City externally on workforce development. Our department has insight and understanding of opportunities for job growth, industry and employer needs, as well as the levers the City has. We serve on the Mayor's behalf on the Workforce Development Council of Seattle-King County, the only organization authorized to receive federal workforce development funding for Seattle, to provide that perspective to the broader regional structure. .

We're seeing many of our regional public partners prioritize workforce strategies that closely align with evolving industry needs. The City needs to be on the frontlines of those conversations. We have a unique opportunity to align, blend, and strengthen funding opportunities, public investments, and community partnerships, while advancing local talent development.

6. **How will you ensure that Council priorities are delivered?**

I will ensure Council priorities are delivered by staying focused on collaboration, trust, and clear accountability. My working style is to bring people together across the Mayor's Office, Council, stakeholders, and community partners so we can align around shared goals and move from discussion to action.

I believe delivery starts with strong relationships and direct engagement. That means keeping communication open, building trust, and making sure partners know they are heard and included. It also means being disciplined about follow-through, clarifying responsibilities, and maintaining regular coordination so priorities do not stall between departments or institutions.

At the end of the day, my approach is to unify the partners around the work, remove barriers, and keep everyone moving in the same direction so Council priorities are not only supported, but actually delivered.

7. **What does meaningful engagement with small businesses and labor partners look like to you?**

Meaningful engagement with small businesses and labor partners starts with recognizing that their interests are interconnected. What is good for business is good for workers, and what is good for workers strengthens businesses. That symbiotic relationship means we need sustainable, resilient, and profitable businesses that can provide good-paying jobs, benefits, and real opportunity. For me, meaningful engagement means listening early, being honest about challenges, and bringing both small businesses and labor partners into the conversation before decisions are finalized. It means building trust through consistent communication, shared problem-solving, and a commitment to practical outcomes that support competitiveness, workforce stability, and long-term growth.

8. **How would you balance supporting downtown recovery while also investing in neighborhood business districts?**

To advance an inclusive and prosperous economy, we need to take an "all-of the above" approach. OED has actively worked for many years across Seattle to build a racially equitable and vibrant city with engaged neighborhood business districts that are centers of local commerce, community, and culture. I've had the opportunity to work with OED as a partner, in my former role, and have seen the impact of this work. We continue to invest deeply in this work, from business retention support, to working to reduce vacancies, to forming sustainable BIAs that empower communities to reinvest in their needs, and thriving neighborhood business districts are a core pillar of the Future of Seattle Economy framework that guides OED's work. We truly appreciate the partners we have in the eleven BIAs and many neighborhood partners around the City to do this work.

At the same time, we need to have a healthy and thriving Downtown – which is itself a collection of neighborhood business districts including Belltown, Pioneer Square, and the Chinatown-International District. Downtown's residential population is

growing, and over the next two decades, it is projected to become the City's largest housing center. It's also Seattle's largest job center, with more than 210,000 workers commuting in even after the pandemic, and is a significant center for small businesses, with 2/3 of the nearly 4,000 businesses located downtown having fewer than 10 employees. Downtown is everyone's neighborhood – people come from around the City to go to events, arts, culture, or nightlife; to visit restaurants and go shopping, and to go to public spaces including our beautiful waterfront. For all of these reasons, Downtown contributes significantly to Seattle's tax base – enabling us to make the investments we do in our neighborhood business districts around the City. With high vacancies Downtown, OED is continuing to encourage business retention and actively working to recruit businesses to locate here. We also see so much potential for Downtown to have more neighborhood amenities and to encourage more positive activity at night, attracting people of all ages as well as families.

I don't see Downtown recovery and strong neighborhood business districts as mutually exclusive – and my approach to economic development approach will seek to make sure we're advancing both.

9. What strategies would you use to address rising costs for starting and sustaining small businesses?

Three of the biggest cost challenges that small businesses face are commercial affordability, access to capital, and the time and expertise required to navigate City processes.

For commercial affordability, I see an opportunity to advance strategies across the real estate continuum – from just getting into your first space, to upgrading your current space, to bringing more predictability to long-term ownership. The teams in OED have done an incredible job evolving programs at each of these points, and I'm excited to keep bringing energy to that work. There is also a lot of potential for policies that make things more predictable and transparent for commercial tenants so they can get a clearer picture of the costs of a particular location.

I'm very passionate about access to capital, which is critical for a business to grow. I want to continue strengthening the system of community lenders we have, and

explore ways that the City can partner with the private sector and philanthropy to broaden what is available. The high interest rates we've seen for the past few years are very hard for small businesses, and so my team is thinking about how that influences our strategies and approach.

Last but not least, we need to cut red tape for small businesses. Time is money for a small business, and so I'm very motivated to make it faster, simpler, and more affordable to get permits from the City. I'm looking forward to working with other departments to make these processes easier to work through.

10. How do you see the intersection between transportation policy and economic development? I need support

Reliable transportation networks for people and goods are deeply connected to economic development.

Our maritime, manufacturing, transportation, and warehouse sector is a key part of our economy, supporting over 46,000 jobs. Those jobs rely on freight mobility that works – so that goods can go from truck, train, ship, or airplane to where they need to go. As we look to retain and grow jobs in our industrial sector, one of the areas where Seattle has a lot of potential, we need to make sure that our transportation policies keep goods moving efficiently through our city and the region.

We are also so fortunate to have a strong transit system here that is in the midst of an incredible regional expansion. With the new Cross-Lake Connection, on top of recently expanded light rail service to Lynnwood and Federal Way, Seattle is at the epicenter of our regional transit network, and that's great news as it is even easier for people to take transit here, whether for work or as local visitors.

As exciting as it is to have more transit – bus and light rail – on the way, the piece that's challenging is construction mitigation. This is an area where I hope to make some progress, because I know how tough the immediate impacts are for our city's small businesses. These businesses, many of which are part of a neighborhood's fabric, go through months or sometimes years of construction, and we need a more holistic and proactive approach as a City for how we support them through such a disruptive time.

11. **How do you plan to partner with the Port of Seattle and their 'Teal New Deal' efforts?**

The Port of Seattle is essential to Seattle's economic future. OED and the Port work closely on several economic issues, understanding that the health of the Port is reflected in the health of our economy, and vice versa.

The Port is a critical partner to OED in economic development and workforce development. We have both commissioned studies on economic development and an assessment of our business climate, and I am in conversations with the Port to align some of our efforts on overlapping short-, mid-, and long-term goals, some of which include the 'Teal New Deal' efforts. We share the perspective that Seattle's strengths position us very well to be a leader in attracting clean energy and advanced manufacturing to our industrial lands. This isn't just good for the green and blue economy. It's also an exciting opportunity to grow family-wage, accessible jobs here in the City.

In conversations with our colleagues at the Port, we understand the "Teal New Deal' is still under development. One project that has moved forward is support the Maritime Innovation Center. The Port owns the newly restored Maritime Innovation Center at Fishermen's Terminal, representing an investment of $37 million. The 2026 City of Seattle budget includes a $400,000 investment in Maritime Blue, still under negotiation by OED, to support the opening of the center.

File #: Res 32202, **Version:** 2

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Resolution

A resolution regarding next steps after the forensic evaluation of the King County Regional Homelessness Authority (KCRHA); requesting that the Seattle Mayor take steps to immediately safeguard public funds, provide an initial assessment of whether it is feasible for KCRHA to adequately address all of the findings in the forensic evaluation, recommend if KCRHA should be dissolved, restructured, or continue as is, submit a set of next steps on how the City will approach the dissolution or restructure of KCRHA if determined to be necessary, and submit monthly reports to Council.

Recitals:

In December 2019, as authorized by Ordinance 126021, The City of Seattle (Seattle) and King County entered into the Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority (KCRHA) in order to provide a coordinated, regional approach that would improve the delivery of homeless services and enhance outcomes for those receiving such services.

In November 2024, as authorized by Ordinance 127105, Seattle and King County entered the Amended and Restated Interlocal Agreement (Amended Interlocal Agreement) to streamline the governance structure at KCRHA to improve transparency, coordination, and oversight.

Past audits performed by the Office of the Washington State Auditor have identified the following

issues related to internal controls and negative cash balances at KCRHA: 1) the 2023 Single Federal Audit identified significant deficiencies in the design or operation of internal control over major federal programs; 2) the 2023 Accountability Audit Report found that KCRHA's funding model resulted in a negative cash balance at year-end placing its service levels and future obligations at risk; and 3) the 2022 Financial Audit found that KCRHA did not have effective internal controls in place to ensure accurate and reliable financial reporting and that internal controls were inadequate for ensuring compliance with federal requirements for subrecipient monitoring.

In 2025, Clark Nuber P.S. was engaged by Seattle in coordination with King County to conduct a forensic evaluation of KCRHA covering the period from mid-2021 through July 31, 2025. The evaluation focused on financial condition,

governance, and risk management practices, with particular attention to factors contributing to negative cash balances and opportunities to strengthen processes and oversight.

On April 22, 2026 a report on the results of the forensic evaluation were sent to KCRHA

and made publicly available. The forensic evaluation described a number of concerning observations regarding KCRHA's financial and internal control practices including but not limited to: 1) a receivables balance of $8 million could not be reconciled based on available records, indicating a potential need to write it off; 2) an administrative operating deficit of approximately $4.26 million; 3) recurring negative cash balances beginning in December 2023, reaching a negative cash position of approximately $44.7 million as of July 31, 2025. The negative cash balance is driven largely by inefficiencies in invoicing and review processes and has led to an approximately $1.26 million in interest charges that are not expected to be recovered (part of the $4.26 million operating deficit); 4) practices that led to inconsistent and

unreliable financial reporting, making it difficult to understand the financial position of KCRHA at a given point in time, including revenues and expenses as compared to approved budgets and its cash position; 5) as of July 31, 2025, the internal 2024 year-end financial statements showed a difference of $1.3 million dollars when compared to the audited financial statements. Typically, internal year-end statements and audited financial statements should match; 6) KCRHA had inadequate financial controls, including a lack of an internal control framework that puts it out of compliance with federal funding requirements; 7) the evaluation did not identify specific evidence of large-scale fraud in the samples reviewed. However, due to limitations in internal controls, the risk of fraud, waste, and abuse remains, as it would for any organization in a similar situation; 8) KCRHA did not always clearly track funds, and as a result it could not easily demonstrate that cash, including cash advances, was consistently used for its intended purpose. This increased the risk of potential noncompliance with funder and contract requirements; and 9) KCRHA did not follow some basic accounting and financial management principles, such as a hard monthly close or defined and consistently utilized cost centers, which contributed to the issues described above.

The forensic evaluation concluded that narrow, standalone recommendations are not practical because the issues at KCRHA are interrelated and reflect systemic conditions rather than a single root cause, event, or management team. Instead, addressing the issues at KCRHA would require a coordinated and multi-layered approach, which may represent a significant time and cost investment.

The depth, breadth, and severity of the issues identified in the forensic evaluation have deeply eroded public trust in KCRHA to be a responsible steward of public funds. However, there are important considerations as next steps are considered.

KCRHA administers hundreds of homeless service contracts on behalf of public funders, mainly the City and County, for programs such as homeless shelters, safe parking programs, day centers and rapid rehousing. Those programs serve some of the most vulnerable people in the community. Any potential transition of contracts back to public funders would need to be done carefully in order to ensure that services to these vulnerable people are not disrupted in any way.

KCRHA currently serves as the Continuum of Care (CoC) Lead Entity and will be coordinating the application response to the 2026 CoC Notice of Funding Availability, anticipated to be published this summer. King County currently receives $67 million in CoC funding, which is potentially at risk due to federal funding changes. A strong and functional CoC Lead Entity is needed to ensure the region's best chance at a competitive application.

Any successful approach to effectively addressing homelessness must have a regional component, and as Council and the Executive consider next steps the importance of regionalism must be kept in mind.

Given these considerations, it is essential that the City take a measured, deliberative approach to determining the next steps following this forensic evaluation. Therefore,

Be it resolved by The City of Seattle, the Mayor concurring:

Section 1. The Seattle Mayor (Mayor), King County Executive, and King County Regional Homelessness Authority (KCRHA) should take steps to immediately safeguard public funds. The City Council recognizes that some steps have already been taken, including:

A. The Mayor and King County Executive sent KCRHA a cover letter on April 22, 2026 accompanying the forensic evaluation report. The cover letter stated that by May 8, 2026 KCRHA must provide a written response to the Seattle Human Services Department (HSD) and the King County Department of Community and Human Services (DCHS) that describes how KCRHA will address the following high-risk findings in the evaluation: 1) a strategy with a detailed timeline outlining how the KCRHA is going to address issues related to unreconcilable and unrecoverable cash; 2) ensure

appropriate approvals for employee reimbursements; 3) ensure sufficient approvals and documentation on gift cards; 4) ensure segregation of duties for accounting and expenditure permissions; and 5) ensure strong authorization, receipt, and review controls for purchase cards.

B. In the same April 22, 2026 cover letter the Mayor and King County Executive committed that, during the next 30 days, the City and County will coordinate to ensure sufficient accounting and oversight controls are in place within KCRHA. This may include actions that: 1) improve the quality and clarity of accounting records; 2) address inconsistencies in financial and budget management and financial reporting; and 3) address administrative budget overspend.

C. At the April 24, 2024 KCRHA Governing Board meeting, the Governing Board voted to create a Finance Committee and established new requirements that the Finance Committee must approve any new agreements that increase costs or liabilities where existing budget authority has not been granted, approve any recruitment and hiring of vacant or new positions, and approve any discretionary spending.

Section 2. The April 22, 2026 cover letter to KCRHA requires that KCRHA must provide a written corrective action plan addressing each of the findings, including implementation timelines, by May 23, 2026. No later than June 15, 2026, the Mayor or designee should provide to the Chair of the Human Services, Labor, and Economic Development Committee an initial assessment of the corrective action plan submitted by KCRHA.

Section 3. The Mayor or designee should, no later than August 1, 2026, make a recommendation to the Chair of the Human Services, Labor, and Economic Development Committee on whether the City should terminate its participation in the Amended and Restated Interlocal Agreement and dissolve KCRHA, restructure KCRHA, or continue as is. If dissolution or restructure is recommended, then the Mayor or designee should also provide a plan no later than August 1, 2026 that addresses the following components:

A. Guiding principles for shared adoption, outlining Seattle's shared values and key considerations in the path forward, such as minimal disruption to services and maintenance of a regional approach to addressing homelessness.

B. Exploration of convening a cross jurisdictional table focused on development of an effective service delivery system.

C. A commitment to collaborative and meaningful engagement with key stakeholders,

including homeless service providers and regional partners, around system planning and improving outcomes.

D. Options for how the City should strategically utilize this opportunity to evaluate and adapt City investments in homeless services, which have not undergone significant changes since 2017, ensure greater system to system connections to address upstream issues that lead to homelessness, and ensure alignment with other City approaches to homelessness.

E. An update on potential approaches to the Continuum of Care (CoC) responsibilities that: assume dissolution of KCRHA would occur after 2026, so as not to create risk to Fiscal Year 2025 CoC contracts that are subject to renewal in 2026; take into account the Fiscal Year 2026 Notice of Funding Opportunity for CoC funding, which is expected to be published by the Department of Housing and Urban Development in the summer of 2026; and consider how CoC requirements such as conducting the Point-in-Time Count, managing Coordinated Entry and administering the Homeless Management Information System (HMIS) will be maintained.

F. Ensuring HSD has sufficient capacity and staffing to directly administer homeless service contracts again, including strong accounting and financial systems, internal controls, and oversight.

G. Options for how Seattle and King County will continue to maintain a regional approach to addressing homelessness, including coordination of cross-jurisdictional severe weather sheltering efforts, and considerations around administration and shared expectations regarding program and system outcomes.

H. Options for what organization or entity will take on KCRHA's existing Right of Way contracts for master leased apartments with services.

I. Opportunities to continue and strengthen the work of the Ombuds Office, which is currently housed in KCRHA, to provide critical programmatic oversight.

J. An estimated timeframe budget for increased City costs related to dissolving or restructuring

KCRHA and the fund source for those costs.

Section 4. Following submittal of the information requested in Section 3 of this resolution, the Mayor or designee should continue to report monthly to the Chair of the Human Services, Labor, and Economic Development Committee on the potential dissolution or restructure of KCRHA.

Adopted by the City Council and signed in open session in authentication of its adoption on .

President of the City Council
Signed in concurrence on .

Katie B. Wilson, Mayor
Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

This Resolution would provide next steps after the forensic evaluation of the King County Regional Homelessness Authority (KCRHA). The resolution would request that the Seattle Mayor: 1) take steps to immediately safeguard public funds; 2) by June 15, 2026 provide to the chair of the Human Services, Labor, and Economic Development (HSLED) Committee, an initial assessment of the corrective action plan submitted by KCRHA; 3) by August 1, 2026 make a recommendation to the chair of HSLED Committee on whether the City should terminate its participation in the Amended and Restated Interlocal Agreement and if KCRHA should be dissolved, restructured, or continue as is; and 4) submit monthly reports to the Chair of the HSLED Committee.

Department: LEG

Title:

A resolution regarding next steps after the forensic evaluation of the King County Regional Homelessness Authority (KCRHA); requesting that the Seattle Mayor and King County Executive take steps to immediately safeguard public funds, determine if provide an initial assessment of whether it is feasible for KCRHA to adequately address all of the findings in the forensic evaluation, recommend if KCRHA should be dissolved, restructured, or continue as is, submit a set of next steps on how the City will approach the dissolution or restructure of KCRHA if determined to be necessary, and submit monthly reports to Council.

Background: In 2019, Seattle and King County executed an Interlocal Agreement establishing the King County Regional Homelessness Authority (KCRHA). That Interlocal Agreement was amended in November 2024. Either Seattle or King County may terminate the Amended Interlocal Agreement by an authorizing resolution or motion of its legislative body that is delivered to the other party, with a copy to KCRHA. Under the Interlocal Agreement, the effective date of the termination shall not be less than 12 months from the date that the County's motion or Seattle's resolution has been delivered to the other Party, with a copy to the KCRHA, unless the Mayor of Seattle and King County Executive jointly agree that termination can and should occur more quickly.

In April 2026, Clark Nuber P.S. published a forensic evaluation of KCRHA that was committed by Seattle and King County. The evaluation identified many issues at KCRHA related to internal controls, unreconcilable receivables, financial reporting and accounting practices.

2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

a. CIP Project Name:
b. Master Project ID:
c. Project Location:
d. Start Date:
e. End Date:
f. Total Project Cost Through 2030:

3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☒ Yes

☐ No

Currently KCRHA administers most City-funded homeless service contracts for programs such as shelters, safe parking and day centers. If KCRHA were to dissolve, the City would need to administer those contracts directly. HSD would need to significantly increase staff in order to directly administer homeless service contracts. Since Seattle is currently paying for staff at KCRHA to administer these contracts, it is unclear if this would be a net neutral change, save money or increase costs. It is likely in the short term to increase costs, as there may be duplicative functions at both HSD and KCRHA as contracts transfer over or HSD may temporarily need to increase capacity to take on the complex task of shifting contracts. It is not clear at this time how any additional costs would be paid for. Council should anticipate that it will need to take budget action in the future, either through the 2027-2028 adopted budget, future mid-year supplemental budgets and/or stand-alone budget legislation to address costs.

4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property?

No

d. Race and Social Justice Initiative impacts:

Black and indigenous households

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

There are significant racial disparities in those experiencing homelessness. Based on the 2024 Point in Time analysis, 15% of people experiencing homelessness in King County identify as Black/African American, but according to 2023 U.S. Census data only 7% of King County's population identifies as Black/African American. Similarly, 6% of people experiencing homelessness identify as American Indian, Alaskan Native, or Indigenous, but that group makes up less than 1% of King County's population. Because of that, any potential disruption to homeless services due to the dissolution of KCRHA would have a disproportionate impact on black, indigenous and people of color, and especially on black and indigenous people experiencing homelessness.

3. What is the Language Access Plan for communicating with the public about this legislation? None

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer. No

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact. No

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress? N/A

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization? No

File #: CB 121190, **Version:** 2

Screen Reader Users: Make sure settings include reading (1) strikethrough and underline font attributes, and (2) superscripts and subscripts.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to the 2026 Stormwater Code Update; updating stormwater control requirements for development, roadways, utilities, and maintenance activities; strengthening stormwater treatment and infiltration standards; clarifying vesting and review thresholds; ensuring the City's compliance with requirements of the City's 2024-2029 Phase 1 Municipal Stormwater Permit issued by the State Department of Ecology; and amending Chapters 22.800, 22.801, 22.802, 22.803, 22.805, and 22.807 of the Seattle Municipal Code.

Recitals:

Recital 1. The City of Seattle is committed to protecting local creeks and lakes, the Duwamish River, and Puget Sound.

Recital 2. The City fosters a healthy people, environment, and economy by partnering with the community to equitably manage water and waste resources for today and for future generations, including but not limited to the reduction of pollutants and contaminants of emerging concern from stormwater runoff that can harm local water bodies.

Recital 3. The City is aware that emerging contaminants from stormwater runoff, such as 6PPD-q, a chemical in tire dust, adversely affect local salmon populations, and supports greater water quality treatment where possible.

Recital 4. In the 2026 state legislative session, the City advocated for a bill that would have prohibited the sale of tires containing 6PPD beginning in 2035 and, although unsuccessful, the City intends to continue advocating for the prohibition of 6PPD and similarly harmful chemicals in tire sales statewide.

Recital 5. The City is working to address urgent housing needs and must balance protecting people, property, and the environment with increased development.

Recital 6. The City uses stormwater regulations to protect people, property, and the environment from damage related to stormwater runoff, for the purposes stated in Section 22.800.020 of the Seattle Municipal Code.

Recital 7. The City has committed to achieve thirty percent tree canopy coverage by 2037, and the amendments to the Stormwater Code adopted by this ordinance reflect that commitment by expanding opportunities for tree planting.

Recital 8. The City is subject to the 2024-2029 Phase I Municipal Stormwater Permit (National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Discharges from Large and Medium Municipal Separate Storm Sewer Systems) issued July 1, 2024 (the “MS4 Permit”), by the State of Washington Department of Ecology (“Ecology”) in compliance with the federal Clean Water Act and state law, as effective August 1, 2024.

Recital 9. The MS4 Permit requires the City’s Stormwater Code and associated technical manual include minimum requirements, thresholds, definitions, and other specified requirements, limitations and criteria that are equivalent to Appendix 1 (Minimum Technical Requirements for New Development and Redevelopment) of the MS4 Permit and Ecology’s Stormwater Management Manual for Western Washington, 2024 edition.

Recital 10. This ordinance, to be known as the 2026 Stormwater Code Update, contains

amendments to comply with the MS4 Permit and other amendments not required to comply with the MS4 Permit, to further the purposes of the Stormwater Code.

Recital 11. Ecology has reviewed the proposed revisions to the Stormwater Code contained in this ordinance and found them, together with concurrently proposed Seattle Stormwater Manual revisions, to comply with the requirements of the MS4 Permit.

Recital 12. In developing this ordinance and other stormwater regulations that protect the functions and values of critical areas, including those in the Shoreline District, the City has included the best available science.

Recital 13. The City, through Seattle Public Utilities, will continue to collaborate with leading researchers and academics prior to the next Stormwater Code update to explore the proper role and function of trees in stormwater management requirements.

Recital 14. The City will continue to implement the best available science, incorporate effective stormwater management techniques from comparable jurisdictions, and consider climate resilience in its efforts to improve environmental protections in future updates of the Stormwater Code. Therefore,

Be it ordained by The City Of Seattle as follows:

Section 1. Chapter 22.800 of the Seattle Municipal Code, last amended by Ordinance 126336, is amended as follows:

Chapter 22.800 Title, Purpose, Scope, And Authority

* * *

22.800.040 Exemptions, adjustments, and exceptions

A. Exemptions

1. The following land uses are exempt from the provisions of this subtitle:

a. Commercial agriculture, including only those activities conducted on lands defined in RCW 84.34.020(2), and production of crops or livestock for wholesale trade; and

b. Forest practices regulated under Title 222 Washington Administrative Code, except for Class IV general forest practices, as defined in WAC 222-16-050, that are conversions from timber land to other uses.

2. The following land disturbing activities are ((~~not required to comply with~~)) exempt from the following specific minimum requirements ((~~listed below.~~)) :

a. Maintenance, repair, upgrade, or installation of underground or overhead utility facilities, such as, but not limited to, pipes, conduits and vaults, ((~~and~~)) that ((~~includes replacing~~)) replaces the ground surface with in-kind material or materials with similar runoff characteristics ((~~are not required to comply with~~)) is exempt from Section 22.805.070 (Minimum requirements for on-site stormwater management), Section 22.805.080 (Minimum requirements for flow control), ((~~or~~)) and Section 22.805.090 (Minimum requirements for treatment), except ((~~as modified as follows: 1) Installation~~)) installation of underground or overhead utility facilities that are integral with and contiguous to a trail or sidewalk project, parcel-based project, or a road-related project ((~~shall~~)) must comply with Section 22.805.040 (Minimum requirements for trail and sidewalk projects), Section 22.805.050 (Minimum requirements for parcel-based projects), or Section 22.805.060 (Minimum requirements for roadway projects), respectively.

b. Pavement maintenance practices, as defined in Section 22.801.170, ((~~limited to the following activities~~)) are ((~~not required to comply with Section 22.805.060 (Minimum requirements for roadway projects),~~)) exempt from Section 22.805.070 (Minimum requirements for on-site stormwater management), Section 22.805.080 (Minimum requirements for flow control), ((~~or~~)) and Section 22.805.090 (Minimum requirements for treatment), except ((~~:~~)) pavement maintenance practices that are integral with and contiguous to a parcel-based project or a road-related project must comply with Section 22.805.050 (Minimum requirements for parcel-based projects) or Section 22.805.060 (Minimum requirements for roadway projects), respectively.

((~~1) Pothole and square cut patching;~~

~~2) Overlaying existing asphalt or concrete or brick pavement with asphalt or concrete without expanding the area of coverage;~~

~~3) Shoulder grading;~~

~~4) Reshaping or regrading drainage ditches;~~

~~5) Crack sealing; and~~

~~6) Vegetation maintenance.~~))

c. Land disturbing activity that includes replacing the ground surface with in-kind material or with

materials having equivalent runoff characteristics and is associated solely with soil remediation or tank removal for the purpose of removing contaminants and pollutants and not associated with other development is not required to comply with subsections 22.805.050.A and 22.805.060.A (Soil amendment), Section 22.805.070 (Minimum requirements for on-site stormwater management), or Section 22.805.080 (Minimum requirements for flow control). Projects that include any development in addition to soil remediation or tank removal ((~~replaced with in-kind material or with materials having equivalent runoff characteristics~~)) are not exempt.

d. Drainage control facilities that are part of a public retrofit project installed to meet Appendix 12 to the City's municipal stormwater NPDES permit or for combined sewer control, or other voluntary retrofit project, are not required to comply with Section 22.805.070 (Minimum requirements for on-site stormwater management), Section 22.805.080 (Minimum requirements for flow control), or Section 22.805.090 (Minimum requirements for treatment). This exemption does not include land disturbing activities or hard surfaces that are not integral ((~~to~~)) with or are in addition to the drainage control facilities described above, or installation of drainage control facilities that are otherwise required to meet this subtitle.

e. Additional work associated with an activity exempted by this subsection 22.800.040.A.2 that is necessary to comply with the federal Americans with Disabilities Act is included in the exemption granted.

3. Sites that produce no runoff as determined by a licensed civil engineer using a continuous runoff model approved by the Director are not required to comply with Section 22.805.080 (Minimum requirements for flow control).

4. When a portion of the site being developed discharges only to the public combined sewer, and that portion is not required to implement source controls pursuant to Section 22.803.040 for specified activities, the Director has the authority, to the extent allowed by law, to issue an order under Chapter 22.808 requiring the responsible party to undertake source controls, if the Director determines that these activities pose a hazard to public health, safety or welfare; endanger any property; adversely affect the safety and operation of City right-of-way, utilities, or other property owned or maintained by the City; or adversely affect the functions and values of an environmentally critical area or buffer.

5. Residential activities are not required to comply with the provision of subsection 22.805.020.I (Install source control BMPs) unless the Director determines that these activities pose a hazard to public health, safety or welfare; endanger any property; adversely affect the safety and operation of City right-of-way, utilities, or other property owned or maintained by the City; or adversely affect the functions and values of an environmentally critical area or buffer.

6. With respect to all state highway right-of-way under Washington State Department of Transportation (WSDOT) control within the jurisdiction of The City of Seattle, WSDOT shall use the current, approved Highway Runoff Manual (HRM) for its existing and new facilities and rights-of-way, as addressed in WAC 173-270-030(1) and (2). Exceptions to this exemption, where more stringent stormwater management requirements apply, are addressed in WAC 173-270-030(3)(b) and (c).

a. When a state highway is located in the jurisdiction of a local government that is required by Ecology to use more stringent standards to protect the quality of receiving waters, WSDOT shall comply with the same standards to promote uniform stormwater management.

b. WSDOT shall comply with standards identified in watershed action plans for WSDOT rights-of-way, to the extent required by state law.

c. Other instances where more stringent local stormwater standards apply are projects subject to tribal government standards or to the stormwater management-related permit conditions imposed under Chapter 25.09 to protect environmentally critical areas and their buffers (under the Growth Management Act), an NPDES permit, or shoreline master programs (under the Shoreline Management Act). In addition, WSDOT shall comply with local jurisdiction stormwater standards when WSDOT elects, and is granted permission, to discharge stormwater runoff into a municipality's drainage system or combined sewer system.

* * *

22.800.070 Minimum requirements for City agency projects

A. Compliance. A City ((~~agencies~~)) agency shall comply with all the requirements of this subtitle except as specified below:

1. City agencies are not required to obtain permits and approvals under this subtitle for work performed within a public right-of-way or for the operation and maintenance of city park lands, ((~~other than~~)) except for inspections as set out in subsection 22.800.070.B and review and approval when applying roadway project infeasibility as provided in subsection 22.805.060.E((~~, for work performed within a public right-of-way or for work performed for the operation and maintenance of park lands under the control or jurisdiction of the Department of Parks and Recreation. Where the work occurs in a public right-of-way, it shall also comply with Title 15, Street and Sidewalk Use, including the applicable requirements to obtain permits or approvals~~)).

2. A City agency project((~~, as defined in Section 22.801.170,~~)) that is not required to obtain permit(s) and

approval(s) pursuant to subsection 22.800.070.A.1 and meets all of the conditions set forth below, is not required to comply with amendments to ((~~Sections 22.800.020 through 22.808.110~~)) this subtitle that take effect on ((~~July 1, 2021~~)) July 1, 2026, except the amendments to this subsection 22.800.070.A.2 ((~~.~~)) , provided that:

a. The project begins land disturbing activities ((~~within five years of the effective date of this subtitle~~)) before July 1, 2031; and

b. The project complies with the Stormwater Code that was made effective ((~~January 1, 2016~~)) July 1, 2021, by Ordinance ((~~124872~~)) 126336, ((~~which requires compliance~~)) and with Directors' Rules SDCI ((~~17-2017~~)) 10-2021/SPU DWW 200 effective ((~~January 1, 2016~~)) July 1, 2021; and

c. The project ((~~meets one or more of the following criteria~~)) is financed in whole or in part by funds:

1) ((~~Project funding was appropriated as identified in Ordinance 126237 titled, "An ordinance adopting a budget, including a capital improvement program and position modifications, for The City of Seattle for 2021"~~)) Appropriated by ordinance as part of the City's 2026 budget; or

2) ((~~Project received or will receive voter approval of financing~~)) Approved by voters before ((~~January 1, 2021~~)) July 1, 2026; or

3) ((~~Project received or will receive funds based on~~)) Received as a result of a state or federal grant ((~~application(s)~~)) application submitted before ((~~January 1, 2021~~)) July 1, 2026.

* * *

22.800.100 ((~~Transition to revised~~)) Stormwater Code vesting

A. ((~~Any building or grading permit issued prior to June 30, 2020, (1) which was not considered, either in the initial application process or in a renewal process, under the version of the Stormwater Code in effect on or after January 1, 2016, and (2) pursuant to which construction has not started by June 30, 2020, shall expire on June 30, 2020.~~

~~B. Any building or grading permit (1) which was considered under a version of the Stormwater Code in effect on or after January 1, 2016, but before July 1, 2021, and (2) pursuant to which construction has not started by July 1, 2026, shall expire on July 1, 2026.~~

~~C. Any master use permit issued prior to June 30, 2020, for a project not requiring a building permit (1) which was not considered, either in the initial application process or in a renewal process, under the version of the Stormwater Code in effect on or after January 1, 2016, and (2) pursuant to which construction has not started by June 30, 2020, shall expire~~

~~on June 30, 2020.~~

~~D. Any master use permit for a project not requiring a building permit (1) which was considered under a version of the Stormwater Code in effect on or after January 1, 2016, but before July 1, 2021, and (2) pursuant to which construction has not started by July 1, 2026, shall expire on July 1, 2026.~~

~~E. Neither Section 23.22.028, Section 23.22.064, Section 23.24.050, RCW 58.17.033, nor RCW 58.17.170 shall require any permit application submitted on or after January 1, 2016, to be considered under a version of the Stormwater Code in effect prior to January 1, 2016, or require any permit application submitted on or after July 1, 2021 to be considered under a version of the Stormwater Code in effect prior to July 1, 2021. For purposes of this subsection 22.800.100.E, "permit application" means an application for any permit required for construction within a plat or short plat or for construction of facilities and improvements for a plat or short plat, including, but not limited to, master use, building and grading permits.~~

~~F. Neither Section 23.22.028 nor Section 23.22.064 shall authorize starting construction, after June 30, 2020, of facilities or improvements for any plat without compliance with the version of the Stormwater Code in effect on or after January 1, 2016, or authorize starting construction, after July 1, 2026, of facilities or improvements for any plat without compliance with the version of the Stormwater Code in effect on or after July 1, 2021.~~

~~G. For purposes of this section, "starting construction" or "started construction" means the site work associated with and directly related to the approved project has begun. For example: grading the project site to final grade or utility installation such as water, sewer, drainage, gas, or electrical infrastructure installed to serve the project and associated with the application. Simply clearing the project site or installing conduit does not constitute the start of construction.~~)) Applicability. Except as provided in Section 22.800.070, all project applications must comply with the Stormwater Code in effect as follows:

1. Applications submitted on or after July 1, 2026, must comply with the Stormwater Code in effect on or after July 1, 2026.

2. Applications submitted before July 1, 2016, must be revised to comply with the Stormwater Code in effect on or after July 1, 2026, if construction has not started by July 1, 2021.

3. Applications submitted on or after July 1, 2016, but before July 1, 2021, must be revised to comply with the Stormwater Code in effect on or after July 1, 2026, if construction has not started by July 1, 2026.

4. Applications submitted on or after July 1, 2021, but before July 1, 2026, must be revised to comply with

the Stormwater Code in effect on or after July 1, 2026, if construction has not started by July 1, 2031.

B. Expiration of permits or approvals when construction has not started. For any project that has not met the applicable deadline to start construction set forth in subsection 22.800.100.A, the associated permit or approval shall expire on that applicable deadline unless the project application is revised to comply with the Stormwater Code in effect on or after July 1, 2026, and approved by the Director.

C. Definition of “project application,” “start,” and “started.” For purposes of this Section 22.800.100:

1. "Project application" means a complete application, as determined by the Director, for a permit or approval required for development, including construction within a plat or short plat or for construction of facilities and improvements for a plat or short plat, including, but not limited to, master use, building, street use, and grading permits.

2. “Start” or "started" with respect to construction means, at a minimum, that site work associated with and directly related to the approved project has begun. For example: grading the project site to final grade or utility installation such as water, sewer, drainage, or electrical infrastructure installed to serve the entire project and associated with the application. Simply clearing the project site or installing conduit does not constitute the start of construction. Additional requirements for determining the start of construction may be established by rules promulgated by the Director.

D. Permit vesting and construction authorization relative to Stormwater Code. Section 23.22.028, Section 23.22.074, Section 23.24.050, Section 23.76.029, RCW 58.17.033, and RCW 58.17.170 shall not be construed to:

1. Determine the Stormwater Code applicable to a project; or

2. Authorize starting construction after the deadlines identified in subsection 22.800.100.A without compliance with the version of the Stormwater Code in effect under subsection 22.800.100.A.

Section 2. Chapter 22.801 of the Seattle Municipal Code, last amended by Ordinance 127376, is amended as follows:

Chapter 22.801 Definitions

* * *

22.801.020 "A"

* * *

"Aquatic life use, fresh water" means "aquatic life uses" as defined in WAC 173-201A-200 (Fresh Water Designated Uses and Criteria). For the purposes of this subtitle, at minimum the following water bodies are designated for fresh water aquatic life use: small lakes, ((~~creeks,~~)) streams, wetlands, and fresh water designated receiving waters.

"Aquatic life use, marine water" means "aquatic life uses" as defined in WAC 173-201A-210 (Marine Water Designated Uses and Criteria) and includes marine surface waters of the state of Washington.

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22.801.040 "C"

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"City agency" means "City agency" as defined in Section 25.09.520.

"Closely related projects" means two or more projects that are concurrently under review, under issued permits not yet approved for final construction, or both, and share any of the following physical or functional interdependencies:

1. A feature physically spans the property lines between lots or the project sites, such as shared structures, shared driveways, shared pedestrian access (including easements to rights-of-way), shared drainage and utility designs, foundation footings, or retaining walls. For purposes of this subsection, abutting driveways or pedestrian accesses are not considered to span the property lines if the required driveway or pedestrian access width for each project independently meets development standards;

2. A shared driveway is proposed to access a parking area for more than one project, regardless of whether the parking is required;

3. Parking, including maneuvering, aisle requirements, or other parking related easements, regardless of whether the parking is required, is proposed to be provided (or partially provided) on the site of another project, even if the project sites do not abut each other;

4. Proposed structures are joined or share a common wall;

5. Proposed projects share required open space, amenity area, or both;

6. The design of two or more project sites are dependent on grading, construction of retaining walls or foundations, or both across the lot lines or project sites;

7. One site is required to permanently access, construct, and maintain the structures or development features on an abutting or adjacent site; or

8. Other features that create physical or functional interdependence between the projects.

"Combined sewer." See "public combined sewer."

"Combined sewer basin" or "public combined sewer basin" means the area tributary to a public combined sewer feature, including, but not limited to, a combined sewer overflow outfall, trunk line connection, pump station, or regulator.

"Common plan of development or sale" means a site where multiple separate and distinct construction activities may be taking place at different times on different schedules and/or by different contractors, but still under a single plan. Examples of "common plan of development or sale" include:

1. Phased projects and projects with multiple filings/lots, even if the separate phases or filings/lots will be constructed under separate contract or by separate owners (e.g., a development where lots are sold to separate builders);

2. A development plan that may be phased over multiple years, but is still under a consistent plan for long-term development;

3. Projects in a contiguous area that may be unrelated but still under the same contract, such as construction of a building extension and a new parking lot at the same facility; and

4. Linear projects such as roads, pipelines, or utilities.

* * *

"Construction ((~~Stormwater Control Plan~~)) stormwater control plan" means a document that explains and illustrates the measures to be taken on the construction site to prevent erosion and discharge of sediment and other pollutants on a construction project.

* * *

"Creek" means ((~~a Type S, F, Np or Ns water as defined in WAC 222-16-031, or as defined in WAC 222-16-030 after state water type maps are adopted, and is used synonymously with "stream."~~)) "stream" as defined by Section 22.801.200 and is used synonymously.

22.801.050 "D"

* * *

"Development" means the following activities:

1. Class IV-general forest practices that are conversions from timberland to other uses;

2. Land disturbing activity;

3. The addition or replacement of hard surfaces;

4. Expansion of a building footprint or addition or replacement of a structure;

5. Structural development, including construction, installation, or expansion of a building or other structure;

6. Seeking approval of a building permit, other construction permit, grading permit, street improvement permit, or master use permit that involves any of the foregoing activities; and

7. Seeking approval of subdivision, short plat, unit lot subdivision, or binding site plans, as defined and applied in chapter 58.17 RCW, or other master use permit.

Development is a type of project.

* * *

"Drainage water" means stormwater and all other discharges that are permissible pursuant to ((~~subsection~~)) subsections 22.802.030.A and 22.802.030.B.

22.801.060 "E"

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((~~"Enhanced treatment facility" means a drainage control facility designed to reduce concentrations of dissolved metals in drainage water.~~))

* * *

22.801.080 "G"

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"Groundwater" means "groundwater" as defined in chapter 173-200 WAC (Water Quality Standards for Groundwaters of the State of Washington) and includes water, perched or otherwise, in a saturated zone or stratum beneath the surface of land or below a surface water body. ((~~Refer to Ground Water Quality Standards, Chapter 173-200 WAC.~~))

22.801.090 "H"

"Hard surface" means an impervious surface, a permeable pavement, or a vegetated roof.

"High-use sites" means sites that typically generate high concentrations of oil due to high traffic turnover or the frequent transfer of oil or other petroleum products. High-use sites include:

1. An area of a commercial or industrial site subject to: an expected average daily traffic (ADT) count equal to or greater than 100 vehicles per 1,000 square feet of gross building area; 300 or more total trip ends per day; or both;

2. An area of a commercial or industrial site subject to petroleum storage and transfer in excess of 1,500 gallons per year, not including routinely delivered heating oil;

3. An area of a commercial or industrial site subject to parking, storage or maintenance of 25 or more vehicles that are over 10 tons gross weight (trucks, buses, trains, heavy equipment, etc.);

4. A road intersection with a measured ADT count of 25,000 vehicles or more on the main roadway and 15,000 vehicles or more on any intersecting roadway, excluding projects proposing primarily pedestrian or bicycle use improvements.

22.801.100 "I"

* * *

"Impervious surface" means any surface exposed to rainwater from which most water runs off. Impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, formal planters, parking lots or storage areas, concrete or asphalt paving, areas with underdrains designed to remove stormwater from subgrade (e.g. playfields, athletic fields, rail yards), gravel surfaces ((~~subjected~~)) subject to vehicular ((~~traffic~~)) use, compact gravel, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purposes of determining whether the thresholds for application of minimum requirements are exceeded. Open, uncovered retention/detention facilities shall be considered impervious surfaces for purposes of stormwater modeling.

* * *

"Infiltration facility" or “infiltration BMP” means a drainage control facility that temporarily stores, and then percolates, drainage water into the underlying soil.

* * *

22.801.130 "L"

* * *

"Large project" means a project including:

1. ((~~Five thousand~~)) 5,000 square feet or more of new plus replaced hard surface; or

2. ((~~One acre~~)) 10,000 square feet or more of land disturbing activity. ((~~;~~

~~3. Conversion of 3/4 acres or more of vegetation to lawn or landscaped area; or~~

~~4. Conversion of 2.5 acres or more of native vegetation to pasture.~~))

* * *

22.801.140 "M"

"Master use permit" means a "master use permit" as defined in ((~~subsection~~)) Section 23.84A.025.

"Maximum extent feasible" means the requirement is to be fully implemented, constrained only by the physical limitations of the site, practical considerations of engineering design, and reasonable considerations of financial costs.

"Metals treatment facility" means a drainage control facility designed to reduce concentrations of dissolved metals in drainage water.

“Municipal separate storm sewer system” (MS4) means “municipal separate storm sewer system” as defined in the municipal stormwater NPDES permit.

"Municipal stormwater NPDES permit" means the permit issued to the City under the federal Clean Water Act for public drainage systems ((~~within the City limits~~)).

22.801.150 "N"

"Native vegetation" means "native vegetation" as defined in Section 25.09.520.

"New hard surface" means ((~~a~~)) the creation of a hard surface ((~~that is: changed from a pervious surface to a hard surface~~)) or the conversion, modification, or upgrade of an existing hard surface to another hard surface. Examples of a new hard surface include, but are not limited to, (((~~e.g.,~~)) converting, modifying, or upgrading:

1. Vegetation, lawn, dirt, or other earthen material to a hard surface (e.g., compact gravel, packed earthen material, permeable pavement, ((~~resurfacing by upgrading from dirt to gravel,~~)) a bituminous surface treatment ("chip seal"), asphalt, concrete, or a ((~~hard surface~~)) structure); ((~~or upgraded from gravel~~))

2. Gravel to permeable pavement, chip seal, asphalt, concrete, or a ((~~hard surface~~)) structure; ((~~or from a~~))

3. A hard surface to a modified hard surface (e.g., grading an existing parking area and repaving);

4. A hard surface to a ((~~hard surface~~)) structure; or

5. A structure to another hard surface or another structure not otherwise meeting the definition of replaced hard surface.

((~~Note that if~~)) If asphalt or concrete has been overlaid by a chip seal, the existing condition ((~~should be~~)) is considered ((~~as~~)) asphalt or concrete.

If, for a structure, the existing foundation is removed or, for any other hard surface, the subgrade or base course grade elevation is modified beyond what is required to repair the existing hard surface or base course, then the structure or other hard surface is a new hard surface.

((~~"New impervious surface" means a surface that is: changed from a pervious surface to an impervious surface (e.g., resurfacing by upgrading from dirt to gravel, a bituminous surface treatment ("chip seal"), asphalt, concrete or an impervious structure); or upgraded from gravel to chip seal, asphalt, concrete, or an impervious structure; or from a impervious surface to an impervious structure. Note that if asphalt or concrete has been overlaid by a chip seal, the existing condition should be considered as asphalt or concrete.~~))

* * *

22.801.170 "P"

"Parcel-based project" means any project that is not a roadway project, ((~~single-family residential project,~~)) sidewalk project, or trail project. The boundary of the public right-of-way shall form the boundary between the parcel and roadway portions of a project.

"Pavement maintenance practices" means repair and maintenance of an existing surface including sidewalks, limited to:

1. Targeted pothole and square cut patching;

2. Overlaying existing asphalt, concrete, or brick pavement with asphalt or concrete, so long as the base course is not exposed;

3. Shoulder grading;

4. Reshaping or regrading drainage systems, including adding curb, gutter, or wedge curbs;

5. Crack sealing; and

6. Vegetation maintenance.

"Pavement maintenance practices" does not include work that: increases the vehicle capacity of a roadway or parking area; adds new hard surface or results in replaced hard surface (except for pothole or square cut patching); or materially alters a roadway's characteristics.

* * *

"Pollution-generating hard surface" means those hard surfaces considered to be a significant source of pollutants in drainage water. ((~~See definition of pollution-generating impervious surface in this Section 22.801.170 for surfaces that are considered significant sources of pollutants in drainage water. In addition, permeable pavement subject to vehicular use or other pollutants as described in the definition for pollution-generating impervious surfaces is a pollution-generating hard surface.~~)) Such surfaces include those that are subject to any of the following: vehicular use; industrial activities; and

storage of erodible or leachable materials, wastes, or chemicals, that receive direct rainfall or the run-on or blow-in of rainfall. Such surfaces also include roofs subject to venting of significant sources of pollutants and metal roofs unless coated with an inert, non-leachable material (e.g., baked-on enamel coating).

((~~"Pollution-generating impervious surface" means those impervious surfaces considered to be a significant source of pollutants in drainage water. Such surfaces include those that are subject to any of the following: vehicular use; industrial activities; storage of erodible or leachable materials, wastes, or chemicals, and that receive direct rainfall or the run-on or blow-in of rainfall. Such surfaces also include roofs subject to venting of significant sources of pollutants and metal roofs unless coated with an inert, non-leachable material (e.g., baked-on enamel coating).~~

~~A surface, whether paved or not, shall be considered subject to vehicular use if it is regularly used by motor vehicles. The following are considered regularly used surfaces: roads; unvegetated road shoulders; bike lanes within the traveled lane of a roadway; driveways; parking lots; unfenced fire lanes; vehicular equipment storage yards; rail lines and railways; and airport runways.~~

~~The following are not considered regularly used by motor vehicles: sidewalks and trails not subject to drainage from roads for motor vehicles; paved bicycle pathways separated from and not subject to drainage from roads for motor vehicles; fenced fire lanes; and infrequently used maintenance access roads with recurring routine vehicle use of no more than once per day.~~))

"Pollution-generating pervious surface" means any pervious surface subject to any of the following: vehicular use; industrial activities; storage of erodible or leachable materials, wastes, or chemicals, and that receive direct rainfall or run-on or blow-in of rainfall; use of pesticides and fertilizers; or loss of soil. Typical pollution-generating pervious surfaces include lawns((~~,~~)) and landscaped areas, such as golf courses, parks, cemeteries, and sports fields (natural and artificial turf).

"Pre-developed condition" means the vegetation and soil conditions that are used to determine the allowable post-development discharge peak flow rates and flow durations, such as pasture or forest.

"Private drainage system" means a drainage system that is not a public drainage system.

"Project" means any proposed action to alter or develop a site, including development. ((~~Development is a type of project.~~))

* * *

22.801.190 "R"

* * *

"Replaced hard surface" or "replacement of hard surface" means((~~, for~~)) :

1. For structures, the removal of the structure down to (i.e., exposing the top of) the foundation without removing the foundation and replacement of the structure; and((~~, for~~))

2. For other hard surfaces, the removal of the surface down to the existing base course or exposing the top of the subgrade ((~~or base course~~)) and replacement, including repair of the base course layer.

If, for a structure, the existing foundation is removed or, for any other hard surface, the subgrade or base course grade elevation is modified beyond what is required to repair the existing hard surface or base course, then the structure or other hard surface is a new hard surface.

((~~"Replaced impervious surface" or "replacement of impervious surface" means, for structures, the removal down to the foundation and replacement and, for other impervious surfaces, the removal down to existing subgrade or base course and replacement.~~))

* * *

22.801.200 "S"

* * *

((~~"Single-family residential project" means a project that constructs one Single-family Dwelling Unit as defined in subsection 23.84A.032 and any associated accessory dwelling unit located in land classified as being Neighborhood Residential 1 (NR1), Neighborhood Residential 2 (NR2), or Neighborhood Residential 3 (NR3) pursuant to Section 23.30.010, and the total new plus replaced hard surface is less than 5,000 square feet.~~))

"Site" means the area defined by the legal boundaries of a parcel or parcels of land subject to development. For roadway projects, the length of the project site and the right-of-way boundaries define the site. A site may include multiple parcels and/or sections of right-of-way, if multiple parcels and/or sections of right-of-way are subject to development.

"Slope" means an inclined ground surface.

"Small lakes" means Bitter Lake, Green Lake, and Haller Lake.

"Small project" means a project with:

1. Less than 5,000 square feet of new and replaced hard surface; and

2. Less than ((~~one acre~~)) 10,000 square feet of land disturbing activities.

* * *

"Stream" means a ((~~Type S, F, Np or Ns water as defined in WAC 222-16-031, or as defined in WAC 222-16-030 after state water type maps are adopted, and is used synonymously with "creek."~~)) watercourse through which naturally occurring surface waters flow sufficiently, whether on a perennial or intermittent basis, to carve a defined channel or bed evidencing the passage of water, including but not limited to bedrock channels, gravel beds, alluvial mineral beds, defined-channel swales, and beds containing hydraulically sorted sediments. “Stream” does not include watercourses created entirely by artificial means, such as irrigation or roadside ditches, stormwater runoff devices, or canals, unless the watercourse conveys a stream that flowed naturally prior to the creation of the watercourse. “Stream” is used synonymously with “creek”.

"Surface waters" means “surface waters of the state” as defined in chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and includes lakes, rivers, ponds, streams, inland waters, saltwaters, wetlands and all other surface waters and watercourses within the jurisdiction of the state of Washington.

* * *

22.801.220 "U"

"Uncontaminated" means ((~~surface water or groundwater~~)) not containing sediment or other pollutants or contaminants above natural background levels and not containing pollutants or contaminants in levels greater than City-supplied drinking water when referring to potable water.

22.801.230 "V"

"Vegetation" means "vegetation" as defined in Section 25.09.520.

“Vehicular use” means regular use of a hard or pervious surface by motor vehicles. The following surfaces, whether paved or not, are considered subject to regular vehicular use: roads; unvegetated road shoulders; bike lanes within the traveled lane of a roadway; driveways; parking lots; unfenced fire lanes; vehicular equipment storage yards; rail lines and railways, including light rail elevated and non-elevated guideways and tracks; and airport runways and other surfaces intended for movement or storage of aircraft.

The following are not considered regularly used by motor vehicles: sidewalks and trails not subject to drainage from roads for motor vehicles; paved bicycle pathways separated from and not subject to drainage from roads for motor vehicles; fenced fire lanes; and infrequently used maintenance access roads with recurring routine vehicle use of no more than once per day.

22.801.240 "W"

"Wastewater" means "wastewater" as defined in Section 21.16.030.

"Water Quality Standards" means Surface Water Quality Standards, ((~~Chapter~~)) chapter 173-201A WAC, ((~~Ground Water~~)) Groundwater Quality Standards, ((~~Chapter~~)) chapter 173-200 WAC, and Sediment Management Standards, ((~~Chapter~~)) chapter 173-204 WAC.

* * *

Section 3. Chapter 22.802 of the Seattle Municipal Code, last amended by Ordinance 124872, is amended as follows:

Chapter 22.802 Prohibited And Permissible Discharges

* * *

22.802.020 Prohibited discharges

A. Prohibited ((~~Discharges~~)) discharges. The following common substances are prohibited to enter, either directly or indirectly, a public drainage system, a private drainage system, or a receiving water within or contiguous to Seattle city limits, including but not limited to when entering via a service drain, overland flow, or as a result of a spill or deliberate dumping:

1. ((~~acids;~~)) Acids;
2. ((~~alkalis~~)) Alkalis including cement wash water;
3. ((~~ammonia;~~)) Ammonia;
4. ((~~animal~~)) Animal carcasses;
5. ((~~antifreeze~~)) Antifreeze, oil, gasoline, grease, and all other automotive and petroleum products;
6. ((~~chemicals~~)) Chemicals not normally found in uncontaminated water;
7. ((~~chlorinated~~)) Chlorinated/brominated swimming pool or hot tub water;
8. ((~~chlorine~~)) Chlorine/bromine;
9. ((~~commercial~~)) Commercial and household cleaning materials;
10. ((~~detergent;~~)) Detergent;
11. ((~~dirt;~~)) Dirt;
12. ((~~domestic~~)) Domestic or sanitary sewage;
13. ((~~drain~~)) Drain cleaners;
14. ((~~fertilizers;~~)) Fertilizers;

15. ((~~filter~~)) Filter backwash wastewater;

16. ((~~flammable~~)) Flammable or explosive materials;

17. ((~~food~~)) Food and food waste;

18. ((~~gravel;~~)) Gravel;

19. ((~~herbicides;~~)) Herbicides;

20. ((~~human~~)) Human and animal waste;

21. ((~~ink;~~)) Ink;

22. ((~~laundry~~)) Laundry waste;

23. ((~~metals~~)) Metals in excess of naturally occurring amounts, whether in liquid or solid form;

24. ((~~painting~~)) Painting products;

25. ((~~pesticides;~~)) Pesticides;

26. ((~~process~~)) Process wastewater;

27. ((~~sand;~~)) Sand;

28. ((~~soap;~~)) Soap;

29. ((~~solid~~)) Solid waste;

30. ((~~solvents~~)) Solvents and degreasers;

31. ((~~steam-cleaning~~)) Steam-cleaning waste; and

32. ((~~yard~~)) Yard waste.

* * *

22.802.030 Permissible discharges

A. Conditionally ((~~Permissible Discharges to Drainage Systems and Receiving Waters~~)) permissible discharges to drainage systems and receiving waters. Discharges from the sources listed below are permissible discharges only if the stated conditions are met and unless the Director of SPU determines that the type of discharge, directly or indirectly to a public drainage system, private drainage system, or a receiving water within or contiguous to Seattle city limits, whether singly or in combination with others, is causing or contributing to a violation of the City's NPDES stormwater permit or is causing or contributing to a water quality problem:

1. Discharges from potable water sources, including, but not limited to, flushing of potable water lines, hyperchlorinated water line flushing, fire hydrant system flushing, pipeline hydrostatic test water, and washing of potable

water storage reservoirs. Planned discharges shall be de-chlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the drainage system. No chemicals may be added, and settleable solids must be removed prior to discharge;

2. Discharges from swimming pools, spas, hot tubs, fountains, or similar aquatic recreation facilities and constructed water features, provided the discharges have been de-chlorinated/de-brominated to a total residual ((~~chlorine~~)) concentration of 0.1 ppm or less, free from sodium chloride, pH-adjusted and reoxygenated if necessary, volumetrically and velocity controlled to prevent resuspension of sediments in the drainage system, and thermally controlled to prevent an increase of temperature in the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged;

3. Discharges of street and sidewalk washwater when the surfaces are swept prior to washing, detergents are not used, and water use is minimized;

4. Discharges ((~~of water~~)) from routine external building washdown when detergents are not used and water use is minimized at (i) buildings built or renovated before 1950 and after 1980, (ii) single detached dwelling units and associated accessory structures (e.g., garage), and (iii) structures built or renovated between 1950 and 1980 (inclusive) and determined to be without PCB containing materials on their exterior;

5. Discharges of water used to control dust when water use is minimized; ((~~and~~))

6. Discharges from lawn watering and other irrigation runoff, including from reclaimed water sources, when water use is minimized; and

7. Other non-stormwater discharges, provided that these discharges are in compliance with the requirements of a pollution prevention plan that addresses control of such discharges and is approved by the Director.

B. Permissible ((~~Discharges~~)) discharges. Discharges from the sources listed below are permissible discharges unless the Director of SPU determines that the type of discharge, directly or indirectly to a public drainage system, private drainage system, or a receiving water within or contiguous to Seattle city limits, whether singly or in combination with others, is causing or contributing to a violation of the City's NPDES stormwater permit or is causing or contributing to a water quality problem:

1. Discharges from surface waters, including diverted stream flows;

2. Discharges of uncontaminated groundwater, including uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20)), uncontaminated pumped groundwater, and rising groundwaters;

3. Discharges of air conditioning condensation;

4. Discharges from springs;

5. Discharges of uncontaminated water from crawl space pumps;

6. ((~~Discharges from lawn watering; 7.~~)) Discharges from ((~~irrigation runoff, including~~)) irrigation water from agricultural sources that is commingled with stormwater and that does not contain prohibited substances;

((~~8.~~)) 7. Discharges from riparian habitats and wetlands;

((~~9.~~)) 8. Discharges from approved footing drains and other subsurface drains or, where approval is not required, installed in compliance with this subtitle and rules promulgated pursuant to this subtitle;

((~~10.~~)) 9. Discharges from foundation drains;

((~~11.~~)) 10. Non-stormwater discharges authorized by another NPDES permit or State Waste Discharge permit;

((~~12.~~)) 11. Discharges that are from emergency fire fighting activities; and

((~~13.~~)) 12. Discharges of non-toxic tracing dye used to establish or verify a drainage or sewer connection.

* * *

Section 4. Chapter 22.803 of the Seattle Municipal Code, last amended by Ordinance 126336, is amended as follows:

Chapter 22.803 Minimum Requirements For All Discharges And All Real Property

* * *

22.803.020 Minimum requirements for all discharges and real property

* * *

C. Requirements to maintain facilities. All treatment facilities, flow control facilities, drainage control facilities, and drainage systems shall be maintained as specified in rules promulgated by the Director in order for these facilities and systems to be kept in continuous working order. Facility components must be kept accessible for inspection and maintenance purposes, including for inspections conducted by the City.

* * *

22.803.030 Minimum requirements for source controls for all real property

For all discharges, responsible parties shall implement and maintain source controls to prevent or minimize pollutants from leaving a site or property, as specified in the joint SPU/SDCI Directors' Rule titled "Seattle Stormwater Manual" at

"Volume 4-Source Control." Source controls that are required for all real property include, but are not limited to, the following, as further described in rules promulgated by the Director:

* * *

H. ((~~Rooftop~~)) Constructed dog runs. Dog runs located on private property, whether located at or above grade (e.g., on rooftops, podiums, or ((~~above-grade~~)) plazas), must prevent stormwater from the dog run from discharging directly or indirectly to a public drainage system, private drainage system, or receiving water body.

22.803.040 Minimum ((~~requirements for~~)) source controls for ((~~businesses and public entities for~~)) specific activities

A. In addition to the source controls required by Section 22.803.030 for all real properties, businesses and public entities must implement source controls, to the extent allowed by law, for specific pollution-generating activities as specified in the joint SPU/SDCI Directors' Rule titled "Seattle Stormwater Manual" at "Volume 4-Source Control," as necessary to prevent discharges prohibited by Section 22.802.020 or Chapter 21.16, as applicable. Source controls include, but are not limited to: segregating or isolating wastes to prevent contact with drainage water; enclosing, covering, or containing the activity to prevent contact with drainage water; developing and implementing inspection and maintenance programs; sweeping; and taking management actions such as training employees on pollution prevention.

B. For all discharges, source controls shall be implemented, to the extent allowed by law, by businesses and public entities for the following specific pollution-generating activities as specified in the joint SPU/SDCI Directors' Rule titled "Seattle Stormwater Manual" at "Volume 4-Source Control," ((~~to the extent~~)) as necessary to prevent prohibited discharges as described in ((~~subsection 22.802.020.A through subsection 22.802.020.D~~)) Section 22.802.020, and to prevent contaminants from coming in contact with drainage water or being discharged to the drainage system, public combined sewer, or directly into receiving waters:

1. Fueling at dedicated stations, for new or substantially altered fueling stations.
2. Mobile fueling of vehicles and heavy equipment.
3. In-water and over-water fueling.
4. Maintenance and repair of vehicles and equipment.
5. Concrete and asphalt mixing and production.
6. Concrete pouring, concrete/asphalt cutting, and asphalt application.
7. Recycling, wrecking yard, and scrap yard operations.

8. Storage of liquids in aboveground tanks.

Source controls include, but are not limited to, segregating or isolating wastes to prevent contact with drainage water; enclosing, covering, or containing the activity to prevent contact with drainage water; developing and implementing inspection and maintenance programs; sweeping; and taking management actions such as training employees on pollution prevention.

((~~B. For all discharges except those that drain only to the public combined sewer, source controls shall be implemented, to the extent allowed by law, by businesses and public entities for specific pollution-generating activities as specified in the joint SPU/SDCI Directors' Rule titled "Seattle Stormwater Manual" at "Volume 4-Source Control," to the extent necessary to prevent prohibited discharges as described in subsection 22.802.020.A through subsection 22.802.020.C, and to prevent contaminants from coming in contact with drainage water or being discharged to the drainage system or directly into receiving waters. Source controls include, but are not limited to, segregating or isolating wastes to prevent contact with drainage water; enclosing, covering, or containing the activity to prevent contact with drainage water; developing and implementing inspection and maintenance programs; sweeping; and taking management actions such as training employees on pollution prevention.~~))

Section 5. Chapter 22.805 of the Seattle Municipal Code, last amended by Ordinance 127375, is amended as follows:

Chapter 22.805 Minimum Requirements For All Projects

22.805.010 General

* * *

B. Closely related projects, projects under a common plan of development or sale, subdivisions, and short plats ((~~shall be~~)) are considered as one project for purposes of applying the Stormwater Code, including but not limited to determining whether the thresholds for applicability of particular Stormwater Code minimum requirements are met. ((~~The Director shall determine whether two or more projects are closely related as specified in the joint SPU/SDCI Directors' Rule titled "Seattle Stormwater Manual" at "Volume 1-Project Minimum Requirements."~~))

* * *

D. In the case of a subdivision under Chapter 23.22 and short plat under Chapter 23.24, unless an adjustment pursuant to subsection 22.800.040.B is approved by the Director, for the purposes of applying the thresholds in this Chapter 22.805((~~,~~)) :

1. A subdivision of property does not affect or reduce the requirements of this subtitle, Chapter 21.16, and associated rules promulgated by the Director. The proposed parcels within a subdivision or short plat shall meet the standards required by the higher area threshold of the entire property being subdivided, rather than the standards required for each of the proposed parcels individually.

2. In neighborhood residential (NR) zones, the hard surface coverage is the maximum lot coverage allowed per Subtitle III of Title 23, ((~~Land Use Code,~~)) plus required and proposed pedestrian and vehicular access and amenities, including roadways, driveways, walkways, plazas, and patios identified on the preliminary drainage control plan and associated preliminary site plan, unless otherwise approved by the Director. In all other zones, the hard surface coverage shall be based on an approved site plan showing the maximum allowed build-out including all phases of the subdivision or short plat.

E. Construction of drainage control facilities and drainage systems for plats

1. In the case of a subdivision under Chapter 23.22, drainage control facilities or drainage systems that are identified on the associated preliminary drainage control plan or the approved preliminary plat and will serve multiple proposed lots, parcels, tracts, or rights-of-way shall be constructed prior to approval of the final plat unless a bond is provided according to subsection 23.22.070.C. If a bond is provided in lieu of construction prior to approval of the final plat, the construction permit for the facilities or systems must be issued prior to issuance of any building permit for any other construction within the subdivision and construction of the facilities or systems shall be completed and final inspection approved prior to final inspection approval of any building permit for any other construction within the subdivision and prior to occupancy of any buildings, but in no event later than two years after final plat approval.

2. In the case of a short plat under Chapter 23.24 with shared drainage control facilities or drainage systems that are identified on the preliminary drainage control plan and will serve multiple proposed lots, parcels, tracts, or rights-of-way((~~, the following shall occur~~)) :

a. The construction permit ((~~for~~)) that includes the shared facilities or systems shall be issued prior to issuance of any other building permit for any other construction within the lots, parcels, tracts, or rights-of-way served by the shared facilities or systems; and

b. Construction of the shared facilities or systems shall be completed and final inspection approved prior to final inspection approval of any building permit for any other construction within the lots, parcels, tracts, or rights-of-way served by the shared facilities, and prior to occupancy of any buildings on these lots, parcels, or tracts.

* * *

22.805.020 Minimum requirements for all projects

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C. Minimum requirements for flood-prone areas. On sites within flood-prone areas, responsible parties are required to employ procedures to minimize the potential for flooding on the site and to minimize the potential for the project to increase the risk of floods on adjacent or nearby properties. Flood control measures shall include those set forth in other titles of the Seattle Municipal Code and rules promulgated thereunder, including, but not limited to, Chapter ((~~23.60 (Shoreline District)~~)) 23.60A (Seattle Shoreline Master Program Regulations), Chapter 25.06 (Floodplain Development), and Chapter 25.09 (Regulations for Environmentally Critical Areas).

D. Minimum requirements for construction stormwater pollution prevention plan. Temporary and permanent construction controls shall be used to accomplish the following minimum requirements. All projects are required to meet each of the elements below or document why an element is not applicable. Additional controls may be required by the Director when minimum controls are not sufficient to prevent erosion or transport of sediment or other pollutants from the site.

1. Mark clearing limits and environmentally critical areas. Within the boundaries of the project site and prior to beginning land disturbing activities, including clearing and grading, clearly mark all clearing limits, easements, setbacks, all environmentally critical areas and their buffers, and all trees and drainage courses that are to be preserved within the construction area.

2. Retain top layer. Within the boundaries of the project site, the duff layer, topsoil, and native vegetation, if there is any, shall be retained in an undisturbed state to the maximum extent feasible. If it is not feasible to retain the top layer in place, it should be stockpiled on-site, covered to prevent erosion, and replaced immediately upon completion of the land disturbing activities to the maximum extent feasible.

3. Establish construction access. Limit construction vehicle access, whenever possible, to one route. Stabilize access points and minimize tracking sediment onto public roads. Promptly remove any sediment tracked off site.

4. Protect downstream properties and receiving waters. Protect properties and receiving waters downstream from the development sites from erosion or flooding due to increases in the volume, velocity, duration, and peak flow rate of drainage water from the project site. If it is necessary to construct flow control facilities to meet this requirement, these facilities shall be functioning prior to implementation of other land disturbing activity. If permanent

infiltration facilities are used to control flows during construction, these facilities shall be protected from siltation during the construction phase of the project.

5. Prevent erosion and sediment transport from the site. Pass all drainage water from disturbed areas through a sediment trap, sediment pond, or other appropriate sediment removal BMP before the water leaves the site or prior to discharge to an infiltration facility. Sediment controls intended to trap sediment on site shall be constructed as one of the first steps in grading and shall be functional before other land disturbing activities take place. BMPs intended to trap sedimentation shall be located in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or drainages. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration where feasible.

6. Prevent erosion and sediment transport from the site by vehicles. Whenever construction vehicle access routes intersect paved roads, the transport of sediment onto the paved road shall be minimized. If sediment is transported onto a paved road surface, the roads shall be cleaned thoroughly at the end of each day. Sediment shall be removed from paved roads by shoveling or sweeping and shall be transported to a controlled sediment disposal area. If sediment is tracked off site, roads shall be cleaned thoroughly at the end of each day, or at least twice daily during wet weather. Street washing is allowed only after sediment is removed, and street wash wastewater shall be prevented from entering the drainage system and receiving waters.

7. Stabilize soils. Prevent on-site erosion by stabilizing all exposed and unworked soils, including stock piles and earthen structures such as dams, dikes, and diversions. From October 1 to April 30, no soils shall remain exposed and unworked for more than two days. From May 1 to September 30, no soils shall remain exposed for more than seven days. Soils shall be stabilized at the end of the shift before a holiday or weekend if needed based on the weather forecast. Soil stockpiles shall be stabilized from erosion, protected with sediment trapping measures, and be located away from storm drain inlets, waterways, and drainage channels. Before the completion of the project, permanently stabilize all exposed soils that have been disturbed during construction.

8. Protect slopes. Erosion from slopes shall be minimized. Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion. Off-site stormwater run-on or groundwater shall be diverted away from slopes and undisturbed areas with interceptor dikes, pipes, and/or swales. Pipe slope drains or protected channels shall be constructed at the top of slopes to collect drainage and prevent erosion. Excavated material shall be placed on the uphill side of trenches, consistent with safety and space considerations. Check dams shall be placed at regular intervals

within constructed channels that are cut down a slope.

9. Protect storm drains. Prevent sediment from entering all storm drains, including ditches that receive drainage water from the project. Storm drain inlets protection devices shall be cleaned or removed and replaced as recommended by the product manufacturer, or more frequently if required to prevent failure of the device or flooding. Storm drain inlets made operable during construction shall be protected so that drainage water does not enter the drainage system without first being filtered or treated to remove sediments. Storm drain inlet protection devices shall be removed at the conclusion of the project. When manufactured storm drain inlet protection devices are not feasible, inlets and catch basins must be cleaned as necessary to prevent sediment from entering the drainage control system.

10. Stabilize channels and outlets. All temporary on-site drainage systems shall be designed, constructed, and stabilized to prevent erosion. Stabilization shall be provided at the outlets of all drainage systems that is adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches.

11. Control pollutants. Measures shall be taken to control potential pollutants and shall include, but not be limited to, the following measures:

a. All pollutants, including sediment, waste materials, and demolition debris, that occur on site shall be handled and disposed of in a manner that does not cause contamination of drainage water and pursuant to all applicable disposal laws.

b. Containment, cover, and protection from vandalism shall be provided for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health or the environment.

c. On-site fueling tanks shall include secondary containment.

d. Maintenance, fueling, and repair of heavy equipment and vehicles involving oil changes, hydraulic system drain down, solvent and de-greasing cleaning operations, fuel tank drain down and removal, and other activities which may result in discharge or spillage of pollutants to the ground or into drainage water runoff shall be conducted using spill prevention and control measures.

e. Contaminated soils shall be removed and surfaces shall be cleaned immediately following any discharge or spill incident.

f. Wheel wash or tire bath wastewater shall be discharged to a separate on-site treatment system that prevents discharge to surface water, or to the sanitary sewer or combined sewer system with approval of the Director

of SPU. Temporary discharges or connections to the public sanitary and combined sewers shall be made in accordance with Chapter 21.16 (Side Sewer Code).

g. Application of fertilizers and pesticides shall be conducted in a manner and at application rates that will not result in loss of chemical to drainage water. Manufacturers' label requirements for application rates and procedures shall be followed.

h. BMPs shall be used to prevent or treat contamination of drainage water by pH-modifying sources. These sources include, but are not limited to, recycled concrete stockpiles, bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, and concrete pumping and mixer washout waters. Construction site operators may be required to adjust the pH of drainage water if necessary to prevent a violation of water quality standards.

i. Construction site operators must obtain written approval from Ecology prior to using chemical treatment other than carbon dioxide (CO_2) dry ice, or food grade vinegar, to adjust pH.

j. Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prevents discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5 (su).

k. Train all employees on proper BMPs for preventing illicit discharges, including spills.

12. Control dewatering. When dewatering devices discharge on site, to a public drainage system, or to the public combined sewer, dewatering devices shall discharge into a sediment trap, sediment pond, gently sloping vegetated area of sufficient length to remove sediment contamination, or other sediment removal BMP. Foundation, vault, and trench dewatering waters must be discharged into a controlled drainage system prior to discharge to a sediment trap or sediment pond. Clean, non-turbid dewatering water, such as unpolluted well-point groundwater, that is discharged to systems tributary to ((~~state~~)) surface waters must not cause erosion or flooding. Highly turbid or contaminated dewatering water shall be handled separately from drainage water. For ((~~any project~~)) all projects with an excavation depth of 12 feet or more below the existing grade, all projects with an excavation depth of less than 12 feet located in an area expected to have shallow groundwater depths, and ((~~for~~)) all ((~~large~~)) projects with 5,000 square feet or more of new plus replaced hard surface or one acre or more of land disturbing activity, a dewatering ((~~flows~~)) analysis must be ((~~determined~~)) performed to determine dewatering flows and ((~~it must be verified~~)) to verify that there is sufficient capacity in the

downstream system (e.g., public drainage system ((~~and~~)) or public combined sewer) ((~~prior to discharging~~)) for review and approval or disapproval by the Director.

13. Maintain BMPs. All temporary and permanent erosion and sediment control BMPs shall be maintained and repaired as needed to assure continued performance of their intended function. All temporary erosion and sediment controls shall be removed within five days after final site stabilization is achieved or after the temporary controls are no longer needed, whichever is later. Trapped sediment shall be removed or stabilized on site. Disturbed soil areas resulting from removal shall be permanently stabilized.

14. Inspect BMPs. BMPs shall be periodically inspected. For projects with 5,000 square feet or more of new plus replaced hard surface or 7,000 square feet or more of land disturbing activity, site inspections shall be conducted by a Certified Erosion and Sediment Control Lead who shall be identified prior to construction and shall be present on-site or on-call at all times.

15. Execute ((~~Construction Stormwater Control Plan~~)) construction stormwater control plan. Construction site operators shall maintain, update, and implement their ((~~Construction Stormwater Control Plan~~)) construction stormwater control plan. Construction site operators shall modify their ((~~Construction Stormwater Control Plan~~)) construction stormwater control plan to maintain compliance whenever there is a change in design, construction, operation, or maintenance at the site that has, or could have, a significant effect on the discharge of pollutants to waters of the state.

16. Minimize open trenches. In the construction of underground utility lines, where feasible, no more than 150 feet of trench shall be opened at one time, unless soil is replaced within the same working day, and where consistent with safety and space considerations, excavated material shall be placed on the uphill side of trenches. Trench dewatering devices shall discharge into a sediment trap or sediment pond.

17. Phase the project. Development projects shall be phased to the maximum extent feasible in order to minimize the amount of land disturbing activity occurring at the same time and shall take into account seasonal work limitations.

18. Install flow control and water quality facilities. Development projects required to comply with Section 22.805.080 (Minimum requirements for flow control) or Section 22.805.090 (Minimum requirements for treatment) shall install permanent flow control and water quality facilities to prevent erosion or transport of sediment or other pollutants from the site during construction.

19. Protect stormwater BMPs

a. Protect all stormwater BMPs from sedimentation through installation and maintenance of erosion and sediment control BMPs. Restore the BMPs to their fully functioning condition if they accumulate sediment during construction. Restoring the stormwater BMP must include removal of sediment and any sediment-laden stormwater BMP soils, and replacing the removed soils with soils meeting the design specification.

b. Prevent compacting ((~~on-site~~)) infiltration BMPs by excluding construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.

c. Control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements or base materials.

d. Permeable pavements fouled with sediments or no longer passing an initial infiltration test must be cleaned until infiltrating per design or replaced.

e. Keep all heavy equipment off existing soils under ((~~on-site~~)) infiltration BMPs, especially those that have been excavated to final grade, to retain the infiltration rate of the soils.

* * *

G. Protect shorelines. All projects discharging directly or indirectly through a drainage system into the shoreline district as defined in Chapter ((~~23.60~~)) 23.60A (Seattle Shoreline Master Program Regulations) shall prevent impacts to water quality and stormwater quantity that would result in a net loss of shoreline ecological functions as defined in WAC 173-26-020(13).

H. Ensure sufficient capacity. All ((~~large~~)) projects with 5,000 square feet or more of new plus replaced hard surface or one acre of land disturbing activity, all projects with an excavation depth of 12 feet or more below the existing grade, ((~~and~~)) all projects with an excavation depth of less than 12 feet located in an area expected to have shallow groundwater depths, and all projects that alter the drainage pattern from 5,000 square feet or more of an existing, new, or replaced hard surface or 3/4 of an acre or more of a pervious surface from a site to a downstream system not previously connected via discrete conveyance shall ensure that sufficient capacity exists in the ((~~public~~)) drainage system and public combined sewer to carry existing and anticipated loads, including any flows from dewatering activities. Capacity analysis shall extend to at least 1/4-mile from the discharge point of the site. Sites at which there is insufficient capacity may be required to install a flow control facility or improve the drainage system or public combined sewer to accommodate flow

from the site. Unless approved otherwise by the Director as necessary to meet the purposes of this subtitle:

1. Capacity analysis for discharges to the ((~~public~~)) drainage system shall be based on peak flows with a 4 percent annual probability (25-year recurrence interval); and

2. Capacity analysis for discharges to the public combined sewer shall be based on peak flows with a 20 percent annual probability (5-year recurrence interval).

* * *

K. Comply with Side Sewer Code

1. All privately owned and operated drainage control facilities or systems, whether or not they discharge to a public drainage system or public combined sewer, shall be considered side sewers and subject to Chapter 21.16 (Side Sewer Code), SPU Director's Rules promulgated under Title 21, and the design and installation specifications and permit requirements of SPU ((~~and SDCI~~)) for side sewer and drainage systems.

2. Side sewer permits and inspections shall be required for constructing, capping, altering, or repairing privately owned and operated drainage systems as provided for in Chapter 21.16. When the work is ready for inspection, the permittee shall notify the Director of ((~~SDCI~~)) SPU. If the work is not constructed according to the plans approved under this Subtitle VIII, Chapter 21.16, the SPU Director's Rules promulgated under Title 21, and SPU ((~~and SDCI~~)) design and installation specifications, then the Director may issue a stop work order under Chapter 22.808 and require modifications as provided for in this Subtitle VIII and Chapter 21.16.

* * *

O. Minimum requirements for treatment. All projects that connect flows from 5,000 square feet or more of an existing, new, or replaced pollution-generating hard surface from the site not previously connected via discrete conveyance to a drainage system that discharges to a receiving water or a receiving water, and all projects that convert an existing hard surface of 5,000 square feet or more to a pollution-generating hard surface (e.g., an existing slab not previously subject to vehicular use) and direct flows from the site not previously connected via discrete conveyance to a drainage system that discharges to a receiving water or a receiving water, shall comply with the minimum requirements for treatment contained in Section 22.805.090 to treat flows from those pollution-generating hard surfaces. When stormwater flows from other areas, including non-pollution generating surfaces (e.g., roofs), dewatering activities, and off-site areas, cannot be separated or bypassed, treatment BMPs shall be designed for the entire area draining to the treatment facility.

~~((**22.805.030 Minimum requirements for single-family residential projects**~~

~~A. Soil amendment. Retain and protect undisturbed soil in areas not being developed, and prior to completion of the project, amend all new, replaced, and disturbed topsoil (including construction lay-down areas) with organic matter to the extent required by and in compliance with the rules promulgated by the Director.~~

~~B. On-site stormwater management. Single-family residential projects shall meet the minimum requirements for on-site stormwater management contained in Section 22.805.070, to the extent allowed by law, if:~~

~~1. For a project on a lot most recently created, adjusted, altered, or otherwise amended by a plat or other lawful document recorded with the King County Recorder on or after January 1, 2016, and where that document either created the lot or altered the size of the lot, either the total new plus replaced hard surface is 750 square feet or more or land disturbing activity is 7,000 square feet or more; or~~

~~2. For any other project, either the total new plus replaced hard surface is 1,500 square feet or the land disturbing activity is 7,000 square feet or more.~~))

22.805.040 Minimum requirements for trail and sidewalk projects

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B. On-site stormwater management. All trail and sidewalk projects with 2,000 square feet or more of new plus replaced hard surface or 7,000 square feet or more of land disturbing activity shall meet the minimum requirements for on-site stormwater management contained in Section 22.805.070, to the extent allowed by law.

22.805.050 Minimum requirements for parcel-based projects

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C. Flow control. Parcel-based projects shall meet the minimum requirements for flow control contained in Section 22.805.080, to the extent allowed by law, as prescribed below.

1. Discharges to wetlands. Parcel-based projects discharging into a wetland, or to the drainage basin of a wetland, shall:

a. Comply with Section 22.805.020 (Minimum requirements for all projects), including, but not limited to subsection 22.805.020.E (Protect wetlands).

b. Comply with the minimum requirements for wetland protection contained in subsection ((~~22.805.080.B.1~~)) 22.805.080.C (Wetland protection standards) if:

1) The total new plus replaced hard surface is 5,000 square feet or more; or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture and from the project there is a surface discharge into a natural or constructed conveyance system from the site.

2. Discharges to listed creek basins. Parcel-based projects discharging into Blue Ridge Creek, Broadview Creek, Discovery Park Creek, Durham Creek, Frink Creek, Golden Gardens Creek, Kiwanis Ravine/Wolfe Creek, Licton Springs Creek, Madrona Park Creek, Mee-Kwa-Mooks Creek, Mount Baker Park Creek, Puget Creek, Riverview Creek, Schmitz Creek, Taylor Creek, or Washington Park Creek, or to the drainage basin of such creek, shall:

a. Comply with subsection ((~~22.805.080.B.2~~)) 22.805.080.D (Pre-developed forested standard) if the existing hard surface coverage is less than 35 percent and one or more of the following apply:

1) The project adds 5,000 square feet or more of new hard surface and the total new plus replaced hard surface is 10,000 square feet or more; or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

4) The project adds 5,000 square feet or more of new hard surface and, through a combination of effective hard surfaces and converted pervious surfaces, causes a 0.15 cubic feet per second increase in the 100-year recurrence interval flow frequency as estimated using a continuous model approved by the Director.

b. Comply with subsection ((~~22.805.080.B.3~~)) 22.805.080.E (Pre-developed pasture standard) if the criteria in subsection 22.805.050.C.2.a do not apply and one or more apply:

1) The total new plus replaced hard surface is 5,000 square feet or more; or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture, and from the project there is a surface discharge into a natural or constructed conveyance system from the site.

3. Discharges to non-listed creek basins. Parcel-based projects discharging into a creek not listed in subsection 22.805.050.C.2, or to the drainage basin of such creek, shall:

a. Comply with subsection ((~~22.805.080.B.2~~)) 22.805.080.D (Pre-developed forested standard) if the existing land cover is forested and one or more of the following apply:

1) The project adds 5,000 square feet or more of new hard surface and the total new plus replaced hard surface is 10,000 square feet or more; or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

4) The project adds 5,000 square feet or more of new hard surface and, through a combination of effective hard surfaces and converted pervious surfaces, causes a 0.15 cubic feet per second increase in the 100-year recurrence interval flow frequency as estimated using a continuous model approved by the Director.

b. Comply with subsection ((~~22.805.080.B.3~~)) 22.805.080.E (Pre-developed pasture standard) if the criteria in subsection 22.805.050.C.3.a do not apply and one or more of the following apply:

1) The total new plus replaced hard surface is 5,000 square feet or more; or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture, and from the project there is a surface discharge into a natural or constructed conveyance system from the site.

4. Discharges to small lake basins. Parcel-based projects discharging into Bitter Lake, Green Lake, or Haller Lake, or to the drainage basin of such lake, shall comply with subsection ((~~22.805.080.B.5~~)) 22.805.080.G (Peak control standard) if the total new plus replaced hard surface is ((~~2,000~~)) 5,000 square feet or more.

5. Discharges to public combined sewer. Unless the Director of SPU has determined that the public combined sewer has sufficient capacity to carry existing and anticipated loads, parcel-based projects discharging into the public combined sewer or its basin shall comply with subsection ((~~22.805.080.B.5~~)) 22.805.080.G (Peak control standard) if the total new plus replaced hard surface is 5,000 square feet or more.

6. Discharges to a capacity-constrained system. In addition to applicable minimum requirements for flow control in subsection 22.805.050.C.1 through subsection 22.805.050.C.5, parcel-based projects discharging into a capacity-constrained system or its basin shall also comply with subsection ((~~22.805.080.B.5~~)) 22.805.080.G (Peak control

standard) if the total new plus replaced hard surface is ((~~2,000~~)) 5,000 square feet or more unless the downstream system only includes ditches or culverts and the system has been determined to have sufficient capacity as specified in subsection 22.805.020.H (Ensure sufficient capacity).

7. Discharges from groundwater. In addition to applicable minimum requirements for flow control in subsection 22.805.050.C.1 through subsection 22.805.050.C.6, parcel-based projects that will permanently discharge groundwater to a public drainage system or to a public combined sewer shall also comply with subsection ((~~22.805.080.B.5~~)) 22.805.080.G (Peak control standard) if the total new plus replaced hard surface is 2,000 square feet or more.

D. Treatment. Parcel-based projects not discharging to the public combined sewer shall comply with the minimum requirements for treatment contained in Section 22.805.090 for flows from the total new plus replaced pollution-generating hard surface and the new plus replaced pollution-generating pervious surface, to the extent allowed by law, if:

1. The total new plus replaced pollution-generating hard surface is 5,000 square feet or more; or

2. The total new plus replaced pollution-generating pervious surfaces is 3/4 acres or more, and from ((~~the project~~)) which there is a surface discharge in a natural or constructed conveyance system from the site.

22.805.060 Minimum requirements for roadway projects

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B. ((~~On-Site~~)) On-site stormwater management. All roadway projects with 2,000 square feet or more of new plus replaced hard surface or 7,000 square feet or more of land disturbing activity shall meet the requirements for on-site stormwater management contained in Section 22.805.070, to the extent allowed by law, except as provided in subsection 22.805.060.E.

C. Flow control. Roadway projects shall meet the minimum requirements for flow control contained in Section 22.805.080, to the extent allowed by law, as prescribed below, except as provided in subsection 22.805.060.E.

1. Discharges to wetlands. Roadway projects discharging into a wetland or to the drainage basin of a wetland, shall:

a. Comply with Section 22.805.020 (Minimum requirements for all projects), including, but not limited to subsection 22.805.020.E (Protect wetlands).

b. Comply with the minimum requirements for wetland protection contained in subsection ((~~22.805.080.B.1~~)) 22.805.080.C (Wetland protection standards) if the existing hard surface coverage is less than 35

percent and one or more of the following apply:

1) The total new plus replaced hard surface is 5,000 square feet or more; or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture and from the project there is a surface discharge into a natural or constructed conveyance system from the site.

c. Comply with the minimum requirements for wetland protection contained in subsection ((~~22.805.080.B.1~~)) 22.805.080.C (Wetland protection standards) if the existing hard surface coverage is greater than or equal to 35 percent and one or more of the following apply:

1) The total new plus replaced hard surface is 10,000 square feet or more. If the new plus replaced hard surfaces total 50 percent or more of the existing hard surfaces within the project limits, comply with subsection 22.805.080.C for the flows from the total new plus replaced hard surfaces; if the new plus replaced hard surfaces total less than 50 percent, comply with subsection 22.805.080.C for the flows from the total new hard surfaces. The project limits are defined by the length of the project and the width of the right-of-way; or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture and from the project there is a surface discharge into a natural or constructed conveyance system from the site.

2. Discharges to listed creek basins. Roadway projects discharging into Blue Ridge Creek, Broadview Creek, Discovery Park Creek, Durham Creek, Frink Creek, Golden Gardens Creek, Kiwanis Ravine/Wolfe Creek, Licton Springs Creek, Madrona Park Creek, Mee-Kwa-Mooks Creek, Mount Baker Park Creek, Puget Creek, Riverview Creek, Schmitz Creek, Taylor Creek, or Washington Park Creek, or to the drainage basin of such creek, shall:

a. Comply with subsection ((~~22.805.080.B.2~~)) 22.805.080.D (Pre-developed forested standard) if the existing hard surface coverage is less than 35 percent and one or more of the following apply:

1) The project adds ((~~5,000~~)) 10,000 square feet or more of new plus replaced hard surface ((~~and the total new plus replaced hard surface is 10,000 square feet or more~~)); or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

4) The project adds 5,000 square feet or more of new hard surface and, through a combination of effective hard surfaces and converted pervious surfaces, causes a 0.15 cubic feet per second increase in the 100-year recurrence interval flow frequency as estimated using a continuous model approved by the Director.

b. Comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) if the criteria in subsection 22.805.060.C.2.a do not apply and the total new plus replaced hard surface is 10,000 square feet or more, and:

1) If the new plus replaced hard ((~~surface adds~~)) surfaces total 50 percent or more ((~~to~~)) of the existing hard surfaces within the project limits, comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) for the flows from the total new plus replaced hard surfaces. The project limits are defined by the length of the project and the width of the right-of-way; or

2) If the new plus replaced hard ((~~surface adds~~)) surfaces total less than 50 percent ((~~to~~)) of the existing hard surfaces within the project limits, comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) for the flows from the total new hard surfaces. The project limits are defined by the length of the project and the width of the right-of-way.

3. Discharges to non-listed creek basins. Roadway projects discharging into a creek not listed in subsection 22.805.060.C.2, or to the drainage basin of such creek, shall:

a. Comply with subsection ((~~22.805.080.B.2~~)) 22.805.080.D (Pre-developed forested standard) if the existing land cover is forested and one or more of the following apply:

1) The project adds ((~~5,000~~)) 10,000 square feet or more of new plus replaced hard surface ((~~and the total new plus replaced hard surface is 10,000 square feet or more~~)); or

2) The project converts 3/4 acres or more of vegetation to lawn or landscaped areas, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

3) The project converts 2.5 acres or more of native vegetation to pasture, and from the project there is a surface discharge into a natural or constructed conveyance system from the site; or

4) The project adds 5,000 square feet or more of new hard surface and, through a combination of effective hard surfaces and converted pervious surfaces, causes a 0.15 cubic feet per second increase in

the 100-year recurrence interval flow frequency as estimated using a continuous model approved by the Director.

b. Comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) if the criteria in subsection 22.805.060.C.3.a do not apply and the total new plus replaced hard surface is 10,000 square feet or more, and:

1) If the new plus replaced hard ((~~surface adds~~)) surfaces total 50 percent or more ((~~to~~)) of the existing hard surfaces within the project limits, comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) for the flows from the total new plus replaced hard surfaces. The project limits are defined by the length of the project and the width of the right-of-way; or

2) If the new plus replaced hard ((~~surface adds~~)) surfaces total less than 50 percent ((~~to~~)) of the existing hard surfaces within the project limits, comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) for the flows from the total new hard surfaces. The project limits are defined by the length of the project and the width of the right-of-way.

4. Discharges to small lake basins. Roadway projects discharging into Bitter Lake, Green Lake, or Haller Lake, or to the drainage basin of such lake, shall comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) if the total new plus replaced hard surface is 10,000 square feet or more, and:

a. If the new plus replaced hard ((~~surface adds~~)) surfaces total 50 percent or more ((~~to~~)) of the existing hard surfaces within the project limits, comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) for the flows from the total new plus replaced hard surfaces. The project limits are defined by the length of the project and the width of the right-of-way; or

b. If the new plus replaced hard ((~~surface adds~~)) surfaces total less than 50 percent ((~~to~~)) of the existing hard surfaces within the project limits, comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) for the flows from the total new hard surfaces. The project limits are defined by the length of the project and the width of the right-of-way.

5. Discharges to a capacity-constrained system. In addition to applicable minimum requirements for flow control in subsection 22.805.060.C.1 through subsection 22.805.060.C.4, roadway projects discharging into a capacity-constrained system or its basin shall also comply with subsection ((~~22.805.080.B.4~~)) 22.805.080.F (Existing condition standard) if the total new hard surface is 10,000 square feet or more unless the downstream system only includes ditches or culverts and has been determined to have sufficient capacity as specified in 22.805.020.H (Ensure sufficient capacity).

D. Treatment. Roadway projects not discharging to the public combined sewer shall, to the extent allowed by law, except as provided in subsection 22.805.060.E:

1. If the site has less than 35 percent existing hard surface coverage, and the project's total new plus replaced pollution-generating hard surface is 5,000 square feet or more, comply with the minimum requirements for treatment contained in Section 22.805.090 for flows from the total new plus replaced pollution-generating hard surface and new plus replaced pollution-generating pervious surface; and

2. If the site has greater than or equal to 35 percent existing hard surface coverage and the project's total new plus replaced pollution-generating hard surface is 5,000 square feet or more, and

a. If the new plus replaced pollution-generating hard ((~~surface adds~~)) surfaces total 50 percent or more ((~~to~~)) of the existing hard surfaces within the project limits, comply with the minimum requirements for treatment contained in Section 22.805.090 for flows from the total new plus replaced pollution-generating hard surface and new plus replaced pollution-generating pervious surface. The project limits are defined by the length of the project and the width of the right-of-way; or

b. If the new plus replaced pollution-generating hard ((~~surface adds~~)) surfaces total less than 50 percent ((~~to~~)) of the existing hard surfaces within the project limits, comply with the minimum requirements for treatment contained in Section 22.805.090 for flows from the total new pollution-generating hard surface and new pollution-generating pervious surface. The project limits are defined by the length of the project and the width of the right-of-way; and

3. If the total new plus replaced pollution-generating pervious surfaces is 3/4 acres or more, and from ((~~the project~~)) which there is a surface discharge in a natural or constructed conveyance system from the site, comply with the minimum requirements for treatment contained in Section 22.805.090 for flows from the total new plus replaced pollution-generating pervious surface and the new plus replaced pollution-generating hard surface.

E. For a roadway project that adds less than 50 percent to the existing hard surface within the project limits on a site having greater than 35 percent existing hard surface coverage, the requirements of subsections 22.805.060.B, 22.805.060.C, and 22.805.060.D to install drainage control facilities are modified based on infeasibility to the degree that (1) complete installation would require that an existing major publicly or privately owned infrastructure or utility element be relocated, or (2) the drainage control facility cannot be built and operated to discharge stormwater from the site under gravity flow conditions while meeting the applicable engineering standards. Compliance with subsections 22.805.060.B,

22.805.060.C, and 22.805.060.D is required to the degree that the project can avoid the infeasibility described in this subsection 22.805.060.E. Standard drainage review and approval shall be required whenever this subsection is used, whether or not Section 22.800.070 applies. ((~~1.~~)) The following are considered existing major infrastructure or utility elements:

((~~a.~~)) 1. Gravity flow pipe greater than or equal to 24 inches in diameter or gravity flow pipe which cannot be relocated to discharge under gravity flow conditions;

((~~b.~~)) 2. High-pressure gas pipe;

((~~c.~~)) 3. Pressure gas pipe greater than 8 inches in diameter;

((~~d.~~)) 4. Any other pressure pipe greater than 12 inches in diameter (e.g., water or steam);

((~~e.~~)) 5. Duct banks, vaults, or handholes, for underground electrical, fiber optic, or telecommunication services;

((~~f.~~)) 6. Bridge, building, or tunnel structural foundations; and

((~~g.~~)) 7. Foundations for walls greater than 6 feet in height or 15 feet in length.

22.805.070 Minimum requirements for on-site stormwater management

A. Applicability. The requirements of this Section 22.805.070 apply as required in Section ((~~22.805.030~~)) 22.805.040 to Section 22.805.060.

B. Requirements. On-site stormwater management shall be installed to the extent allowed by law and maintained in compliance with the rules promulgated by the Director to receive flows from that portion of the site being developed and shall:

1. Comply with either:

a. Subsection 22.805.070.C (On-site performance standard); or

b. Subsection 22.805.070.D (On-site lists).

C. On-site performance standard:

1. If the existing hard surface coverage is less than 35 percent and the project discharges to a listed creek, or to the drainage basin of such creek:

a. The post-development discharge durations shall match the discharge durations of a pre-developed forested condition for the range of pre-developed discharge rates from 8 percent of the 2-year peak flow to 50 percent of the 2-year peak flow.

2. For all other projects:

a. The post-development discharge durations shall match the discharge durations of a pre-developed pasture condition for the range of pre-developed discharge rates between the 1 percent and 10 percent exceedance values.

D. On-site lists

1. For each project surface, follow the appropriate project table in this subsection 22.805.070.D((~~.2 to subsection 22.805.070.D.5~~)) to evaluate on-site BMPs shown for that type of surface, by category. The project tables apply to roofs and other hard (non-roof) surfaces. All on-site BMPs used must comply with the rules promulgated by the Director. For each surface, consider all ((~~of~~)) the applicable on-site BMPs in the first category. Use any that is considered feasible. If none is feasible for that surface, move on to each successive category and repeat the selection process as necessary. Once one on-site BMP is used for a surface, no other on-site BMP is necessary for that surface. If no BMP in the appropriate categories is feasible, then no further evaluation is required for that surface under this subsection 22.805.070.D.1. Feasibility shall be determined by evaluation against:

a. Design criteria, minimum size, limitations, and infeasibility criteria identified for each BMP in this subsection 22.805.070.D and the rules promulgated by the Director; and

b. Competing needs. ((~~Subsection~~)) This subsection 22.805.070.D ((~~(On-site lists) can~~)) may be superseded or reduced by the Director if the installation of the BMPs is in conflict with:

1) Any of the following federal or state laws, rules, and standards, as may be amended or superseded: Historic Preservation and Archaeology Laws identified in subsection 22.805.070.E (Historic preservation and archaeology laws), Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, the Americans with Disabilities Act, and related rules and standards; or

2) Special zoning district design criteria adopted and being implemented pursuant to a community planning process. Special zoning districts include, for example, historic and preservation districts, pedestrian zone overlays, station area overlays, special review districts, multifamily residential zones, urban centers and urban villages, and master planned communities. Specific criteria in these areas include, but are not limited to, minimum Floor Area Ratio standards; zero lot line development; usable open space requirements; minimum sidewalk width and required bicycle facilities; alley, loading, and access requirements; pitched roof standards; and street-level development standards for modulation and projections; or

3) Public health and safety standards; or

4) Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way; or

5) Chapter 15.43 (Tree and Vegetation Management in Public Places); Chapter 25.09 (Regulations for Environmentally Critical Areas); Chapter 25.11 (Tree Protection); and Chapter 23.60A (Standards for Vegetation in the Shoreline Master Plan).

((~~2. For single-family residential projects, Table A for 22.805.070 applies.~~

~~Table A for 22.805.070 On-site List for Single-family Residential Projects~~

~~Category~~	**~~BMPs~~**	**~~All Discharge Locations~~**
~~1~~	~~Full Dispersion~~	~~R, S~~
~~1~~	~~Infiltration Trenches~~	~~R, S[d]~~
~~1~~	~~Drywells~~	~~R, S[d]~~
~~2~~	~~Rain Gardens [a]~~	~~R, S~~
~~2~~	~~Infiltrating Bioretention~~	~~R, S~~
~~2~~	~~Rainwater Harvesting-Category 2 Sizing~~	~~X[b]~~
~~2~~	~~Permeable Pavement Facilities~~	~~R, S~~
~~2~~	~~Permeable Pavement Surfaces~~	~~S~~
~~2~~	~~Sidewalk/Trail Compost-Amended Strip [g]~~	~~S~~
~~3~~	~~Sheet Flow Dispersion~~	~~R, S~~
~~3~~	~~Concentrated Flow Dispersion~~	~~S~~
~~3~~	~~Splashblock Downspout Dispersion~~	~~R~~
~~3~~	~~Trench Downspout Dispersion~~	~~R~~
~~4~~	~~Non-infiltrating Bioretention~~	~~R, S~~
~~4~~	~~Rainwater Harvesting-Category 4 Sizing~~	~~X[c]~~
~~4~~	~~Vegetated Roofs~~	~~X~~
~~5~~	~~Single-family Residential Cisterns~~	~~R~~
~~5~~	~~Perforated Stub-out Connections~~	~~R~~
~~5~~	~~Trees~~	~~S~~

~~Note that subsection 22.805.070.D.1 requires consideration of all on-site BMPs in a category for feasibility before moving on to each successive category as necessary. Within a category, BMPs may be considered in any order.~~

~~Key to Table A for 22.805.070~~

~~R = Evaluation is required for all roof runoff from Single-family residential projects.~~

~~S = Evaluation is required for all other hard (non-roof) surfaces of Single-family residential projects, unless otherwise~~

~~noted below.~~

~~X = Evaluation is not required but is allowed.~~

~~[a] Installation is only allowed for projects with less than 5,000 square feet of hard surface infiltrating on the project site.~~

~~[b] Category 2 rainwater harvesting shall be sized to meet the on-site performance standard, subsection 22.805.070.C.~~

~~[c] Category 4 rainwater harvesting shall be sized to reduce the runoff volume by 25 percent or more on an annual average basis.~~

~~[d] Evaluation of other hard (non-roof) surfaces is not required but is allowed.~~))

3. For trail and sidewalk projects, Table B for 22.805.070 applies.

Table B for 22.805.070 On-site List for Trail and Sidewalk Projects

((~~Table B for 22.805.070 On-site List for Trail and Sidewalk Projects~~))

Category	BMPs	Projects Discharging to a Receiving Water Not Designated by Section 22.801.050, or its Basin	Projects Discharging to a Public Combined Sewer or Capacity-constrained System,[c] or its Basin	Projects Discharging to a Designated Receiving Water, or its Basin
1	Full Dispersion	S	S	S
2	Rain Gardens With or Without Tree	S	S	X
2	Infiltrating Soil Cell Bioretention With Tree [d]	X	X	X
2	Permeable Pavement Facilities	X	X[a]	X[a, b]
2	Permeable Pavement Surfaces [e]	S	S[a]	X[a, b]
2	Sidewalk/Trail Compost-Amended Strip [e]	S	S	X
3	Sheet Flow Dispersion	S	S	S
3	Concentrated Flow Dispersion	S	S	S
4	Trees	S	S	S

Note that subsection 22.805.070.D.1 requires consideration of all on-site BMPs in a category for feasibility before moving on to each successive category as necessary. Within a category, BMPs may be considered in any order.

Key to Table B for 22.805.070

S = Evaluation is required for all surfaces of trail or sidewalk projects.

X = Evaluation is not required for trail or sidewalk projects.

[a] Minimum permeable pavement area allowed in right-of-way is 2,000 square feet of pavement within the project site.

[b] Installation is not allowed in the right-of-way if new plus replaced pollution-generating hard surface area is less than 2,000 square feet of pavement within the project site.

[c] Does not include any project discharging to a receiving water not designated by Section 22.801.050, or its basin, even if the project discharges to a capacity-constrained system or its basin.

[d] Tree is required unless considered infeasible per rules promulgated by the Director.

[e] Infiltration testing is not required to use for the on-site list approach, it is only necessary to prove infeasibility.

((4.)) 2. For parcel-based projects, Table ((C)) A for 22.805.070 applies.

Table A for 22.805.070 On-site List for Parcel-based Projects

((Table C for 22.805.070 On-site List for Parcel-based Projects))

Category	BMPs	Projects Discharging to a Receiving Water Not Designated by Section 22.801.050, Public Combined Sewer, or Capacity-constrained System, or its Basin	Projects Discharging to a Designated Receiving Water or its Basin
1	Full Dispersion	R, S	R, S
1	Infiltration Trenches	R, S[g]	R, S[g]
1	Drywells	R, S[g]	R, S[g]
1	Rainwater Harvesting-Category 1 Sizing	X[e]	X[e]
2	Rain Gardens With or Without Tree	R[a], S[a]	R[a], S[a]
2	Infiltrating Bioretention With or Without Tree	R, S	R, S
2	Infiltrating Soil Cell Bioretention With Tree	X	X
((2))	((Rainwater Harvesting-Category 2 Sizing))	((X[e]))	((X[e]))
2	Permeable Pavement Facilities or approved equivalent	R, S	R, S
2	Permeable Pavement Surfaces or approved equivalent[h]	S	S
2	Sidewalk/Trail Compost-Amended Strip[h]	S	S
3	Infiltrating Soil Cell Bioretention Without Tree	X	X

3	Sheet Flow Dispersion	R, S	R, S
3	Concentrated Flow Dispersion	S	S
3	Splashblock Downspout Dispersion	R	R
3	Trench Downspout Dispersion	R	R
4	Non-infiltrating Bioretention	R[d] , S[d]	R[d] , S[d]
4	Non-Infiltrating Soil Cell Bioretention With Tree	X	X
4	Rainwater Harvesting-Category 4 Sizing	R[b, f]	X[f]
4	Vegetated Roofs	R[c]	((~~X~~)) R[c]
4	Residential Cistern	X	X
5	Perforated Stub-out Connections	R	R
5	Trees	S	S

Note that subsection 22.805.070.D.1 requires consideration of all on-site BMPs in a category for feasibility before moving on to each successive category as necessary. Within a category, BMPs may be considered in any order.

Key to Table ((C)) A for 22.805.070

R = Evaluation is required for all roof runoff from parcel-based projects.

S = Evaluation is required for all other hard (non-roof) surfaces of parcel-based projects, unless otherwise noted below.

X = Evaluation is not required but is allowed.

[a] Rain gardens cannot be used to meet Section 22.805.080 (Minimum Requirements for Flow Control) or Section 22.805.090 (Minimum Requirements for Treatment) or for projects with areas of 5,000 square feet or more hard surface infiltrating on the project site.

[b] Evaluation is not required for projects with less than 20,000 square feet of new plus replaced rooftop surface.

[c] Evaluation is not required for projects with less than 5,000 square feet of new plus replaced rooftop surface.

[d] Water quality treatment BMPs sized to meet Section 22.805.090 (Minimum Requirements for Treatment) may be installed in lieu of non-infiltrating bioretention unless the project discharges to a public combined sewer basin.

[e] Category ((2)) 1 rainwater harvesting shall be sized to meet the on-site performance standard, subsection 22.805.070.C.

[f] Category 4 rainwater harvesting shall be sized to reduce the runoff volume by 25 percent or more on an annual average basis.

[g] Evaluation of other hard (non-roof) surfaces is not required but is allowed.

[h] Infiltration testing is not required to use for the on-site list approach; it is only necessary to prove infeasibility.

((~~5.~~)) 4. For roadway projects, Table ((~~D~~)) C for 22.805.070 applies.

Table C for 22.805.070 On-site List for Roadway Projects

((~~Table D for 22.805.070 On-site List for Roadway Projects~~))

Category	BMPs	Projects Discharging to a Receiving Water Not Designated by Section 22.801.050, or its Basin	Projects Discharging to a Public Combined Sewer or Capacity-constrained System,[g] or its Basin	Projects Discharging to a Designated Receiving Water or its Basin
1	Full Dispersion	S	S	S
2	Rain Gardens With Tree[h]	S[a]	S[a]	S[a]
2	Infiltrating Bioretention With Tree[h]	S	S[b]	S[b, c]
2	Infiltrating Soil Cell Bioretention With Tree [h]	X	X	X
2	Permeable Pavement Facilities	X[d]	X[e, f]	X[c, e, f]
2	Permeable Pavement Surfaces[i]	S[d]	S[e, f]	X[c, e, f]
2	Sidewalk/Trail Compost-Amended Strip[i]	S[e]	S[e]	S[e]
3	Sheet Flow Dispersion	S	S	S
3	Concentrated Flow Dispersion	S	S	S
4	Trees	S	S	S
4	Non-Infiltrating Soil Cell Bioretention With Tree[h]	X	X	X

Note that subsection 22.805.070.D.1 requires consideration of all on-site BMPs in a category for feasibility before moving on to each successive category as necessary. Within a category, BMPs may be considered in any order.

Key to Table ((D)) C for 22.805.070

S = Evaluation is required for all surfaces of Roadway Projects.

X = Evaluation is not required for Roadway Projects, but is allowed.

[a] Rain gardens cannot be used to meet Section 22.805.080 (Minimum Requirements for Flow Control) or Section 22.805.090 (Minimum Requirements for Treatment) or for projects with areas of 5,000 square feet or more hard surface infiltrating on the project site.

[b] Minimum bioretention cell size top area in right-of-way is 500 square feet (including pre-settling area). Evaluation is only required and installation only allowed when contributing area is sufficient to warrant minimum bioretention cell size

in right-of-way.

[c] Evaluation is not required, and installation is not allowed, if new plus replaced pollution-generating hard surface is less than 2,000 square feet.

[d] Evaluation of roadway surfaces is not required, and installation is not allowed, if roadway is an arterial street/collector.

[e] Evaluation of roadway surfaces, including alleys, is not required and installation is not allowed.

[f] Minimum permeable pavement area allowed in right-of-way is 2,000 square feet of pavement within the project site.

[g] Does not include any project discharging to a receiving water not designated by Section 22.801.050, or its basin, even if the project discharges to a capacity-constrained system or its basin.

[h] Tree is required unless considered infeasible per rules promulgated by the Director.

[i] Infiltration testing is not required to use for the on-site list approach; it is only necessary to prove infeasibility.

* * *

22.805.080 Minimum requirements for flow control

* * *

B. Requirements. Flow control facilities shall be installed to the extent allowed by law and maintained pursuant to rules promulgated by the Director to receive flows from that portion of the site being developed. Post-development discharge determination must include flows from dewatering activities. All projects shall use on-site BMPs identified in subsection 22.805.070.D or other infiltration BMPs authorized by rule to the maximum extent feasible to meet the minimum requirements. Flow control facilities that receive flows from less than that portion of the site being developed may be installed if the total new plus replaced impervious surface is less than 10,000 square feet, the project site uses only on-site BMPs to meet the requirement, and the on-site BMPs provide substantially equivalent environmental protection as facilities not using on-site BMPs that receive flows from all of the portion of the site being developed.

((~~1.~~)) C. Wetland protection standards((~~.~~))

1. Protect the functions and values of wetlands and their buffers from all projects discharging stormwater directly or indirectly to them. The hydrologic conditions, vegetative community, and substrate characteristics of the wetlands shall be protected, and impacts caused by changes in water flows and pollutants shall be prevented. The introduction of sediment, heat, and other pollutants and contaminants into wetlands shall be minimized through the selection, design, installation, and maintenance of temporary and permanent controls.

2. Before authorizing new discharges to a wetland, alternative discharge locations shall be evaluated and

infiltration options outside the wetland shall be maximized unless doing so will adversely impact the functions and values of the affected wetlands.

3. If the wetland protection standard cannot be met due to Sections 22.805.070 or 22.805.090, the wetland protection standard shall be met to the maximum extent feasible while fully meeting the on-site stormwater management and water quality treatment requirements, unless an analysis by a wetland professional per rules promulgated under subsection 25.09.330.C (Technical Reports) is conducted that demonstrates that the functions and values of the affected wetland are not protected.

4. If one or more of the flow control requirements contained in subsections ((~~22.805.080.B.2 through 22.805.080.B.4~~)) 22.805.080.D through 22.805.080.F also applies to the project, the wetland standard must be met ((~~an analysis shall be conducted~~)) to ensure that the functions and values of the affected wetland are protected before implementing these flow control requirements to the full extent.

5. Notwithstanding any provision in this subtitle, no net loss of wetland functions or values shall result from actions regulated by this subtitle.

6. Refer to the Washington State Wetland Rating System for Western Washington: 2014 Update, Version 2.0 (Hruby, ((~~2014~~)) 2023) to determine the category, characteristics, and habitat score of the wetland. Wetland classification shall be determined by a wetland professional per rules promulgated under subsection 25.09.330.C (Technical reports).

7. Projects triggering Method 1 or Method 2 in this subsection 22.805.080.C shall refer to I-C.4, Wetland Hydroperiod Protection and I-C-5, Wetland Hydroperiod Data Collection, Evaluation Procedures, and Strategies presented in Appendix I-C of Ecology's Stormwater Management Manual for Western Washington (Ecology 2024) for additional guidance.

((~~a.~~)) 8. Comply with subsection ((~~22.805.080.B.1.c~~)) 22.805.080.C.10 (Wetland Protection Standard-Method 1: Monitoring and Wetland Stage Modeling) if the following applies:

((~~1~~))) a. The project discharges to a Category I or II depressional or riverine impounding wetland; and

((~~2~~))) b. The project owner has legal access to the entire wetland for purposes of conducting monitoring in the wetland.

((~~b.~~)) 9. Comply with subsection ((~~22.805.080.B.1.d~~)) 22.805.080.C.11 (Wetland Protection Standard-

Method 2: Site Discharge Modeling) if the criteria in subsection ((~~22.805.080.B.1.a~~)) 22.805.080.C.8 do not apply and one or more of the following applies (or applicability is unknown):

((~~1~~))) a. The wetland is Class I or II and does not meet the requirements of subsection ((~~22.805.080.B.1.a~~)) 22.805.080.C.8.

((~~2~~))) b. The wetland is Class III or IV and:

((~~a~~))) 1) Has a habitat score greater than 5;

((~~b~~))) 2) Is interdunal and has special characteristics;

((~~c~~))) 3) Provides habitat for rare, threatened, endangered, or sensitive species; or

((~~d~~))) 4) Contains breeding population of any native amphibian. Per Ecology's guidance, wetlands with permanent or seasonal ponding or inundation are assumed to have breeding population of native amphibian.

((~~c.~~)) 10. Wetland Protection Standard-Method 1: Monitoring and Wetland Stage Modeling. Comply with I-C.4, Wetland Hydroperiod Protection, presented in Appendix I-C of Ecology's Stormwater Management Manual for Western Washington (Ecology ((~~2019~~)) 2024).

((~~Projects triggering Method 1 shall refer to I-C-5, Wetland Hydroperiod Data Collection and Evaluation Procedures, presented in Appendix I-C of Ecology's Stormwater Management Manual for Western Washington (Ecology 2019) for additional guidance.~~))

((~~d.~~)) 11. Wetland Protection Standard-Method 2: Site Discharge Modeling. The total volume of stormwater discharging from the project site into a wetland shall not be more than:

((~~1~~))) a. On a daily basis, 20 percent higher or lower than the pre-project volume, and

((~~2~~))) b. On a monthly basis,

1) 20 percent higher or lower than the pre-project volumes for the months of October, November, and December, and

2) 15 percent higher or lower than the pre-project ((~~volume~~)) volumes for all other months (January through September).

((~~Projects triggering Method 2 shall refer to I-C-5, Wetland Hydroperiod Data Collection and Evaluation Procedures, presented in Appendix I-C of Ecology's Stormwater Management Manual for Western Washington (Ecology 2019) for additional guidance.~~))

((~~2.~~)) D. Pre-developed forested standard. The post-development discharge durations from the project site shall match the discharge durations of a pre-developed forested condition for the range of pre-developed discharge rates from 50 percent of the 2-year peak flow to the 50-year peak flow.

((~~3.~~)) E. Pre-developed pasture standard. The post-development discharge durations from the project site shall match the discharge durations of a pre-developed pasture condition for the range of pre-developed discharge rates from 50 percent of the 2-year peak flow to the 2-year peak flow.

((~~4.~~)) F. Existing condition standard. ((~~a.~~)) The post-development discharge durations from the project site shall be limited as follows:

((~~1~~))) 1. Match the discharge durations of the existing land cover condition for the range of discharge rates from 50 percent of the 2-year peak flow to the 25-year peak flow; and

((~~2~~))) 2. For discharges to a creek or a creek drainage basin or to a small lake or a small lake basin, also match the discharge durations of the existing land cover condition for the range of discharge rates from 50 percent of the 2-year peak flow to the 50-year peak flow.

((~~5.~~)) G. Peak control standard. ((~~a.~~)) The post-development release rates from the project site shall be limited as follows:

((~~1~~))) 1. The peak flow with a 50 percent annual probability (2-year recurrence flow) shall not exceed 0.07 cubic feet per second per acre;

((~~2~~))) 2. The peak flow with a 20 percent annual probability (5-year recurrence flow) shall not exceed 0.10 cubic feet per second per acre; and

((~~3~~))) 3. The peak flow with a 4 percent annual probability (25-year recurrence flow) shall not exceed 0.40 cubic feet per second per acre.

((~~C.~~)) H. Inspection and maintenance schedule. Temporary and permanent flow control facilities shall be inspected and maintained according to rules promulgated by the Director to keep these facilities in continuous working order.

22.805.090 Minimum requirements for treatment

* * *

B. Requirements. Water quality treatment facilities shall be installed to the extent allowed by law and maintained pursuant to rules promulgated by the Director to treat flows from the pollution-generating pervious and hard surfaces on

the site being developed. When stormwater flows from other areas, including non-pollution generating surfaces (e.g., roofs), dewatering activities, and off-site areas, cannot be separated or bypassed, treatment BMPs shall be designed for the entire area draining to the treatment facility. All projects shall use on-site BMPs identified in subsection 22.805.070.D, or other infiltration BMPs authorized by rule, to the maximum extent feasible to meet the minimum requirements. For pollution-generating pervious surfaces other than artificial turf, a landscape management plan developed according to rules promulgated by the Director may be utilized in lieu of installing water quality treatment facilities.

1. Runoff volume. Stormwater treatment facilities shall be designed based on the stormwater runoff volume from the contributing area or a peak flow rate as follows:

a. The daily runoff volume at or below which 91 percent of the total runoff volume for the simulation period occurs, as determined using an approved continuous model. It is calculated as follows:

1) Rank the daily runoff volumes from highest to lowest.

2) Sum all the daily volumes and multiply by 0.09.

3) Sequentially sum daily runoff volumes, starting with the highest value, until the total equals 9 percent of the total runoff volume. The last daily value added to the sum is defined as the water quality design volume.

b. Different design flow rates are required depending on whether a treatment facility will be located upstream or downstream of a detention facility:

1) For facilities located upstream of detention or when detention is not required, the design flow rate is the flow rate at or below which 91 percent of the total runoff volume for the simulation period is treated, as determined using an approved continuous runoff model.

2) For facilities located downstream of detention, the design flow rate shall be the full 2-year release rate, as determined using an approved continuous runoff model.

c. Infiltration facilities designed for water quality treatment must infiltrate 91 percent of the total runoff volume as determined using an approved continuous runoff model. To prevent the onset of anaerobic conditions, an infiltration facility designed for water quality treatment purposes must be designed to drain the water quality design treatment volume (the 91st percentile, 24-hour volume) within 48 hours.

2. Basic treatment. A basic treatment facility ((~~shall be~~)) is required for all projects. The requirements of subsection 22.805.090.B.3 (Oil control treatment), subsection 22.805.090.B.4 (Phosphorus treatment), and subsection

22.805.090.B.5 (((~~Enhanced~~)) Metals treatment) are in addition to this basic treatment requirement.

3. Oil control treatment. An oil control treatment facility ((~~shall be~~)) is required for high-use sites, as defined in this subtitle.

4. Phosphorus treatment. A phosphorus treatment facility ((~~shall be~~)) is required for projects discharging into nutrient-critical receiving waters.

5. ((~~Enhanced~~)) Metals treatment. ((~~Unless a project discharges~~)) Except for landscaped areas (unless containing crumb rubber) and projects that discharge to a basic treatment receiving water (((~~Section 22.801.030 "B"~~))), ((~~an enhanced~~)) a metals treatment facility for reducing concentrations of dissolved metals ((~~shall be~~)) is required for projects that discharge, directly or through conveyance systems, to fresh waters designated for aquatic life use or having an existing aquatic life use, or that use infiltration strictly for flow control (not treatment) and discharge within ((~~one-quarter~~)) 1/4 mile of fresh waters designated for aquatic life use or having an existing aquatic life use, if the project meets one of the following criteria:

a. For a parcel-based project, the project is industrial, is commercial, or proposes four or more dwelling units, or the site is subject to industrial activities.

b. For a roadway project, the site ((~~is either~~)) includes a road:

1) ((~~A fully controlled or a partially controlled limited access highway with Annual Average Daily Traffic counts of 15,000 or more; or 2) Any other road with~~)) With an expected Annual Average Daily Traffic count of 7,500 or greater; or

2) That provides on-street parking for commercial or industrial areas.

6. Discharges to groundwater. Direct discharge of untreated drainage water from pollution-generating hard surfaces to groundwater is prohibited.

* * *

Section 6. Chapter 22.807 of the Seattle Municipal Code, last amended by Ordinance 126336, is amended as follows:

Chapter 22.807 Drainage Control Review And Application Requirements

* * *

22.807.020 Drainage control review and application requirements

A. Thresholds for drainage control review. Drainage control review and approval as described in subsection

22.807.020.B is required for any of the following:

1. Preliminary drainage review and approval is required for applications for the following approvals:

a. Subdivisions (Chapter 23.22);

b. Short plats (Chapter 23.24);

c. Unit lot subdivisions (Sections 23.22.062 and 23.24.045);

d. Lot boundary adjustments (Chapter 23.28); or

e. Master use permits that would allow development that includes 750 square feet or more of new plus replaced hard surface or 5,000 square feet of land disturbing activity where the Director has determined that a preliminary drainage review is required considering, but not limited, to the following attributes of the site:

1) Location within an environmentally critical area or buffer;

2) Proximity and tributary to an environmentally critical area or buffer; and

3) Proximity and tributary to an area with adequacy, erosion, water quality, or flooding problems.

2. Standard drainage review and approval is required for the following:

a. Applications other than those listed in subsection 22.807.020.A.1 that include any land disturbing activity encompassing an area of 5,000 square feet or more, including demolition permits;

b. Applications for a building permit or other construction permit that authorizes the construction or installation of 750 square feet or more of new plus replaced hard surface;

c. Applications for which a grading permit or approval is required pursuant to Chapter 22.170;

d. Applications for street use permits for the cumulative addition of 750 square feet or more of new plus replaced hard surface and land disturbing activity;

e. City public works projects or construction contracts, including contracts for day labor and other public works purchasing agreements, for the cumulative addition of 750 square feet or more of new plus replaced hard surface and/or land disturbing activity to the site, ((~~except for projects in a City-owned right-of-way and~~)) except for work performed for the operation and maintenance of park lands under the control or jurisdiction of the Department of Parks and Recreation;

f. Applications for approvals and contracts that include any new or replaced hard surface or any land disturbing activity on a site deemed a potentially hazardous location, as specified in Section 22.800.050 (Potentially

Hazardous Locations);

g. Applications for approvals that include any new hard surface in a Category I peat settlement-prone area delineated pursuant to Section 25.09.012;

h. Whenever an exception to a requirement set forth in this Subtitle VIII or in a rule promulgated under this Subtitle VIII is desired, whether or not review and approval would otherwise be required, including, but not limited to, alteration of natural drainage patterns or the obstruction of watercourses;

i. Whenever roadway project infeasibility pursuant to subsection 22.805.060.E is applied, whether or not review and approval would otherwise be required; or

j. Applications for approvals for activities or projects for:

((~~1.~~)) 1) Fueling at dedicated stations, for new or substantially altered fueling stations.

((~~2.~~)) 2) In-water and over-water fueling.

((~~3.~~)) 3) Maintenance and repair of vehicles and equipment.

((~~4.~~)) 4) Concrete and asphalt mixing and production.

((~~5.~~)) 5) Recycling, wrecking yard, and scrap yard operations.

((~~6.~~)) 6) Storage of liquids in aboveground tanks.

((~~7.~~)) 7) Other projects that the Director determines pose a hazard to public health, safety, or welfare; endanger any property; adversely affect the safety and operation of City right-of-way, utilities, or other property owned or maintained by the City; or adversely affect the functions and values of an environmentally critical area or buffer.

3. Comprehensive drainage review and approval is required for applications other than those listed in subsection 22.807.020.A.1 that include:

a. ((~~Five thousand~~)) 5,000 square feet or more of new plus replaced hard surface;

b. ((~~One acre~~)) 10,000 square feet or more of land disturbing activity;

c. ((~~Conversion of 3/4 acres or more of vegetation to lawn or landscaped area~~)) A project that has no available off-site point of discharge for stormwater as determined by the Director; ((~~or~~))

d. ((~~Conversion of 2.5 acres or more of native vegetation to pasture;~~)) An infiltration facility that is designed to fully infiltrate all stormwater runoff directed to it;

e. An installation of a new outfall to a receiving water; or

f. Demolition of a building with a roof area of 5,000 square feet or greater, even if the existing building slab remains.

B. For purposes of applying the thresholds in subsection 22.807.020.A, all closely related projects, projects under a common plan of development or sale, subdivisions, and short plats as determined according to subsection 22.805.010.B shall be counted towards the threshold.

* * *

D. Submittal requirements for drainage control review and approval

1. Information required for preliminary drainage review. The following information shall be submitted to the Director for all projects for which preliminary drainage review is required:

a. Preliminary site plan. A site plan as set forth in rules promulgated by the Director.

b. Preliminary drainage control plan. A drainage control plan that identifies all new and replaced hard surfaces, new and replaced pollution-generating hard surfaces, drainage control facilities, and best management practices for each lot, parcel, and tract of land within the project.

1) The preliminary drainage control plan shall include all drainage control facilities required to meet the minimum requirements for flow control (Section 22.805.080), water quality treatment (Section 22.805.090), and on-site stormwater management (Section 22.805.070), as well as all other best management practices to ensure drainage adequacy.

2) The preliminary drainage control plan shall be prepared by a licensed civil engineer in accordance with standards adopted by the Director, for projects that meet the thresholds for comprehensive drainage control review per subsection 22.807.020.A.3. ((~~include any one or more of the following:~~

~~a. Five thousand square feet or more of new plus replaced hard surface;~~

~~b. One acre or more of land disturbing activity;~~

~~c. Conversion of 3/4 acres or more of vegetation to lawn or landscaped area;~~

~~d. Conversion of 2.5 acres or more of native vegetation to pasture; or~~

~~e. No accessible off-site discharge point.~~

~~c. Submittals identified by rule. Additional information shall be submitted to the Director to comply with the requirements of this subtitle and rules promulgated hereunder and to accomplish the purposes of this subtitle.~~))

2. Information required for standard drainage review. The following information shall be submitted to the

Director for all projects for which standard drainage review is required.

a. Site plan. A site plan shall be submitted to the Director.

b. Standard drainage control plan. A drainage control plan shall be submitted to the Director. Standard designs for drainage control facilities as set forth in rules promulgated by the Director may be used. ((~~For a project with no accessible off-site discharge point or that includes development conducted in or near a receiving water requiring a Hydraulic Project Approval (chapter 220-660 WAC), the drainage control plan shall be prepared by a licensed civil engineer in accordance with standards adopted by the Director.~~))

c. Construction stormwater control plan. A construction stormwater control plan demonstrating controls sufficient to determine compliance with subsection 22.805.020.D shall be submitted. The Director may approve a checklist in place of a plan, pursuant to rules promulgated by the Director.

d. Memorandum of drainage control. The owner(s) of the site shall sign a "memorandum of drainage control" that has been prepared by the Director of SPU. Completion of the memorandum shall be a condition precedent to issuance of any permit or approval for which a drainage control plan is required. The applicant shall file the memorandum of drainage control with the King County Recorder's Office so as to become part of the King County real property records. The applicant shall give the Director of SPU proof of filing of the memorandum. The memorandum shall not be required when the drainage control facility will be owned and operated by the City. A memorandum of drainage control shall include:

1) The legal description of the site;

2) A summary of the terms of the drainage control plan, including any known limitations of the drainage control facilities, and an agreement by the owners to implement those terms;

3) An agreement that the owner(s) shall inform future purchasers and other successors and assignees of the existence of the drainage control facilities and other elements of the drainage control plan, the limitations of the drainage control facilities, and of the requirements for continued inspection and maintenance of the drainage control facilities;

4) The side sewer permit number and the date and name of the permit or approval for which the drainage control plan is required;

5) Permission for the City to enter the property for inspection, monitoring, correction, and abatement purposes;

6) An acknowledgment by the owner(s) that the City is not responsible for the adequacy or performance of the drainage control plan, and a waiver of any and all claims against the City for any harm, loss, or damage related to the plan, or to drainage or erosion on the property, except for claims arising from the City's sole negligence; and

7) The owner(s)' signatures acknowledged by a notary public.

e. Submittals identified by rule. Additional information shall be submitted to the Director to comply with the requirements of this subtitle and rules promulgated hereunder and to accomplish the purposes of this subtitle.

3. Information required for comprehensive drainage review. In addition to the submittal requirements for standard drainage review, the following information is required to be submitted to the Director for projects for which comprehensive drainage review is required:

a. Comprehensive drainage control plan. A comprehensive drainage control plan, in lieu of a standard drainage control plan, to comply with the requirements of this subtitle and rules promulgated hereunder and to accomplish the purposes of this subtitle shall be submitted with the permit application. It shall be prepared by a licensed civil engineer in accordance with standards adopted by the Director unless otherwise not required per rules promulgated by the Director.

b. Inspection and ((~~Maintenance~~)) maintenance schedule. A schedule shall be submitted that provides for inspection of temporary and permanent flow control facilities, treatment facilities, and source ((~~controls~~)) control facilities to comply with Section 22.803.040 (Minimum source controls for specific activities), Section 22.805.070 (Minimum requirements for on-site stormwater management), Section 22.805.080 (Minimum requirements for flow control), and Section 22.805.090 (Minimum requirements for treatment).

c. Construction stormwater control plan. A construction stormwater control plan prepared in accordance with subsection 22.805.020.D shall be submitted.

4. Applications for drainage control review and approval shall be prepared and submitted in accordance with provisions of this subsection, with Chapter 21.16 (Side Sewer Code), and with associated rules and regulations adopted ((~~jointly~~)) by the Directors of SDCI and SPU.

5. The Director may require additional information necessary to adequately evaluate applications for compliance with the requirements and purposes of this subtitle and other laws and regulations, including, but not limited to, Chapter 25.09 (Regulations for Environmentally Critical Areas) and Chapter 23.60A (Seattle Shoreline Master

Program Regulations). The Director may also require appropriate information about adjoining properties that may be related to, or affected by, the drainage control proposal in order to evaluate effects on the adjacent property. This additional information may be required as a precondition for permit application review and approval.

* * *

Section 7. The Code Reviser is requested to reorder material in subsections and tables of Seattle Municipal Code subsection 22.805.070.D as appropriate, after the amendments made by this ordinance.

Section 8. This ordinance shall take effect on July 1, 2026.

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

Summary and Fiscal Note

1. Legislation Summary

Department:

Seattle Public Utilities

Title:

AN ORDINANCE relating to the 2026 Stormwater Code Update; updating stormwater control requirements for development, roadways, utilities, and maintenance activities; strengthening stormwater treatment and infiltration standards; clarifying vesting and review thresholds; ensuring the City's compliance with requirements of the State Department of Ecology; and amending Chapters 22.800, 22.801, 22.802, 22.803, 22.805, and 22.807 of the Seattle Municipal Code.

Background:

This legislation would update the City's Stormwater Code. The purpose of the Stormwater Code is to protect life, property, public health, and the environment from the adverse impacts of urban stormwater runoff. Adverse impacts can include flooding, water pollution, landslides, and erosion. This Stormwater Code revision includes various additions and revisions to the Stormwater Code and associated Director's Rule (Stormwater Manual[1]). In addition, a new Director's Rule is proposed in association with

[1] See Stormwater Code and Manual Update 2026 Project Documents page to access January 2026 second public review draft of Stormwater Manual (Volumes 1-5, Appendices A-J) and summary of changes document.

this legislation related to public mainline extensions and drainage requirements in the public right-of-way.

The Stormwater Code and associated joint Seattle Public Utilities/Seattle Department of Construction and Inspections (SPU/SDCI) Directors' Rules (Stormwater Manual) are being revised to comply with the City's 2024-Phase I Municipal Stormwater Permit (MS4 Permit) which was effective on August 1, 2024. The MS4 Permit requires that the Stormwater Code and associated Stormwater Manual include minimum requirements, thresholds, definitions, and other specified requirements, limitations and criteria be equivalent to the MS4 Permit for new development, redevelopment and construction. In addition, maintenance provisions must be at least as protective of facility function as, and source control provisions must be functionally equivalent to, Ecology's Stormwater Management Manual for Western Washington.

SPU, SDCI, and other City departments with input from external stakeholders are updating the Stormwater Code to: 1) incorporate new Ecology requirements; 2) incorporate policy changes; and 3) improve usability. All updates to the Stormwater Code must occur at one time with an effective date of July 1, 2026.

Summary Attachments:

Summary Exhibit A – Legislative Summary

Summary Exhibit B – Ecology Conditional Approval Letter

Summary Exhibit C – Environmentally Critical Areas: Best Available Science Review

2. Capital Improvement Program (CIP)

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

Capital and operations and maintenance costs to City departments are discussed in section 3.d.

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

Yes, details on specific cost impacts by department are outlined below.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

This legislation does not make appropriations. However, the 2026 Stormwater Code Update will impact costs and work requirements in several departments. Additional training for SPU, SDCI, SDOT, SPR, SCL, and FAS staff will be required in 2026 to prepare for the implementation of the 2026 Stormwater Code Update. It is unlikely these departments will need additional appropriations in 2z026. However, if additional appropriations are needed to prepare for the change in code, the affected department will bring forward a supplemental budget request prior to the end of 2026.

The following department-specific notes are provided for illustrative purposes. Any budget or staffing adjustments will be addressed through the budget process by each department as needed.

SPU

1. SPU Future Capital.

There may be a relatively small increase in SPU capital costs for some projects due to the water quality threshold changes for Roadway Projects. At this time, sufficient information to accurately project long-term cost increases does not exist. However, those increases are anticipated to be relatively small compared to overall project costs or may not increase depending on a project's scope.

2. SPU Future Operation & Maintenance

SPU typically takes ownership and assumes all operation and maintenance responsibilities for subsurface drainage structures installed in the public right-of-way, including flow control and water quality facilities. As a result of the 2026 Stormwater Code Update, more water quality facilities are expected to be installed in the right-of-way due to Ecology's required threshold changes to account for "replaced" pollution-generating hard surface in addition to such "new" surface to address contaminants of emerging concern such as 6PPD found in a tire preservative that is harmful to juvenile salmon. Sufficient information to accurately project long-term impacts does not currently exist but a minimal net increase in future O&M costs is anticipated overtime.

SDCI

1. SDCI Future Operation & Maintenance

Other than potential training costs noted above, SDCI does not anticipate fiscal impacts due to this legislation.

SDOT

Based on the current draft of the 2026 City of Seattle Stormwater Code (SWC) and associated Directors' Rule (DR), Seattle Department of Transportation (SDOT) has analyzed the impact on the planned Capital Improvement Program (CIP) as well as maintenance and operations functions for the next five years (July 2026 – July 2031).

An analysis of five years was chosen as it corresponds to the timeframe for the current draft of the SWC.

The analysis below indicates that SDOT costs may increase between 2026 to 2031 due to the proposed changes.

1. SDOT Capital Project Construction Cost Analysis

2026 SWC – Flow Control Treatment (FC) Water Quality Treatment (WQ) and On-Site Stormwater Management (OSM) Changes

The currently proposed SWC will make the following changes:

1) Update definitions for new and replaced hard surfaces to be consistent with 2024 Municipal Storm Sewer System (MS4) Permit:
    - Revise “new hard surface” to clarify it is the creation of a hard surface or upgrade from existing hard surface.
    - Revise “replaced hard surface” to clarify existing foundation or subgrade/base course must remain.
2) Add “new plus replaced” hard surface to flow control and water quality treatment thresholds for Roadway Projects to be consistent with 2024 MS4 Permit.
3) Update on-site lists to facilitate increase in tree canopy and stormwater management, improve feasibility of bioretention in space-limited urban areas, provide additional BMP options, address temperature increases and atmospheric deposition, and reduce feasibility barriers for certain BMPs.
    - Add that “Infiltrating Soil Cell Bioretention with Tree” can be used as an OSM BMP in Category 2
4) Revise terminology from “enhanced” to “metals” treatment and update Metals Treatment thresholds to be consistent with 2024 MS4 Permit.
    - For Metals Treatment, lowered the annual average daily traffic (AADT) threshold for roadways, and will include roadways that provide on-street parking for commercial and industrial areas and sites that are subject to “industrial activities.”
5) Remove 5,000 square feet “new” hard surface threshold for flow control and treatment thresholds for Roadway Projects based on Ecology’s equivalency comments.
6) Add a treatment requirement that all projects that newly convey runoff from 5,000 square feet or more of pollution-generating hard surface to a receiving water must provide stormwater treatment for that area where that area previously dispersed or infiltrated.

SDOT anticipates increases in construction costs for Arterial Asphalt and Concrete (AAC) Program projects resulting from the City’s adoption of the 2026 SWC to meet equivalency with the 2024 MS4 permit; SDOT does not anticipate increased construction costs for projects in Multi-Modal Corridor

(MMC), Pedestrian Master Plan (PMP), and Sidewalks Programs projects (see Table 1).

Updates primarily affect Large Projects that trigger OSM, FC, and WQ treatment requirements including metals treatment. Table 1 below presents estimated net cost increases for SDOT Program projects during each year. Original budgets assumed 2021 SWC; amounts reflect difference between 2021 SWC and 2026 SWC.

Per 2026 SWC transition provisions (see Code section 22.800.070, Minimum Requirements for City Agency Projects):

- City projects may vest under the 2021 SWC if funded by 7/1/2021 and before 7/1/2026 if construction starts by 7/1/2031 (avoids new requirements if deadline is met).
- Projects not starting construction before 7/1/2031 must revise plans to comply with 2026 SWC.

Therefore, FC, WQ treatment, and related cost increases primarily apply to:

- Projects that will not vest under 2021 SWC, or
- Projects that trigger stricter 2026 SWC requirements regardless.

Table-1 Overall Flow Control Treatment & OSM Cost Changes Resulting from 2026 SWC by Year

Year	Programs	Funding Source	FC Treatment Cost	WQ Treatment Cost	OSM Cost	Overall Cost Change
2026	AAC, MMC, PMP, Sidewalks	STL[1]	$0	$0	$0	$0
2027	AAC, MMC, PMP, Sidewalks	STL	$0	$0	$0	$0
2028	AAC, MMC, PMP, Sidewalks	STL	$0	$0	$0	$0
2029	AAC, MMC, PMP	STL	$0	$0	$0	$0
2030	AAC, MMC, PMP	STL	$0	$0	$0	$0
2031	AAC	STL	$0	$1,800,000	$0	$1,800,000
					Total	$1,800,000

- [1]STL – Seattle Transportation Levy

The adoption of the 2026 SWC is anticipated to increase total costs for SDOT CIP projects by $1.8 million. The net cost increase is minimized because many projects funded through the Seattle Transportation Levy are scheduled

for construction between 2026 and 2030 and can vest under the 2021 SWC, thereby not requiring the more stringent 2026 SWC requirements.

2. SDOT Operations & Maintenance Cost Analysis

Training for SDOT staff will be required in 2026 to prepare for the implementation of the 2026 SWC Update. These trainings would be required for up to 198 staff across five SDOT Divisions, including Capital Projects, Street Use, Project Development, Urban Design, Pavement Engineering/ROW Crew Construction, and ROW Maintenance/Urban Forestry. Funding may be needed to ensure that SDOT staff have an adequate understanding of the stormwater code requirements.

3. Legal and Consent Decree Obligations

The City of Seattle has an obligation under a consent decree implemented in the terms of *Reynoldson v. City of Seattle* to deliver Citizen Requested Curb Ramps (CSR). There is an established number of ramps that SDOT is committed to building each year, and there is currently a finite budget to accomplish this work.

Due to uncertainty regarding locations, extent of work, and existing drainage infrastructure, the impact of this legislation to the CSR program is not possible to determine. However, should project sites require additional substantial costs to meet the SWC requirements, additional funding will be needed.

SPR

1. SPR Future Capital

As a result of the 2026 Stormwater Code Update, SPR may see cost increases on a wide variety of project types including: accessibility projects, play area renovations, construction of new facilities, pathways and sidewalks, athletic fields, park irrigation and drainage, dog off-leash areas, and beaches and shoreline structures (piers, floats, etc.).

These projects may be affected by a revision of the types of projects that qualify as exempt in the 2026 Stormwater Code, specifically the removal of exemptions for utility work and pavement maintenance for parcel-based projects. Project costs for SPR may also increase due to the change in definition of a “Large project” from one acre to 10,000 sf of land disturbing activities, requiring more projects to include a “Large Project” Construction Stormwater Control plan sheet.

SPR will evaluate associated cost impacts on a project-by-project basis and endeavor to manage higher costs within existing capital appropriation to the

extent possible. However, the amount per project is dependent on the type of capital improvement and actual costs will not be known until projects go into design. Depending on how the code updates ultimately impact capital projects, SPR may submit a funding request as part of a future budget process.

2. SPR Future Operation & Maintenance

As a result of the 2026 Stormwater Code Update, additional staff time may be needed to address new requirements in the code referencing Volume 4 on source control. At this time, there is not sufficient information to accurately project long-term costs. SPR is currently evaluating how to best meet any future staffing need and will, if deemed necessary, submit a funding request as part of the future budget process. Examples of source control changes that may have ongoing budget impact include the following:

Due to the need to collect washwater at buildings suspected of containing PCBs, SPR will likely need to use contractor services and equipment rental in order to maintain a number of buildings, or purchase new equipment to maintain these buildings and properly dispose of washwater. Ongoing costs are unknown and depend on the level and frequency of maintenance and the wastewater treatment necessary.

The requirement to collect and dispose of any washwater generated from hosing down, pressure washing, scrubbing or otherwise cleaning graffiti-impacted areas into the sanitary sewer may also require the rental or purchase and deployment of new equipment to conduct this work in locations where there is not ready access to the sanitary sewer system. Ongoing costs are unknown and depend on the level and frequency of maintenance and the wastewater treatment necessary.

SCL

1. SCL Future Operation & Maintenance

Building cleaning/maintenance: Due to the need to collect washwater at buildings suspected of containing PCBs, SCL will likely need to use contractor services and equipment rental in order to maintain a handful of buildings. Ongoing costs are unknown and depend on the level and frequency of maintenance and the wastewater treatment necessary.

FAS

1. FAS Future Operation & Maintenance

Building cleaning/maintenance: Due to the need to collect washwater at buildings suspected of containing PCBs, FAS will likely need to use contractor services and equipment rental in order to maintain a handful of buildings. Ongoing costs are unknown and depend on the level and frequency of maintenance and the wastewater treatment necessary.

c. What financial costs or other impacts might happen if this legislation is not implemented?

The possible cost implication of not implementing are primarily the risk of non-compliance with the City's MS4 Permit, based on the Federal Clean Water Act and state law (Washington State Water Pollution Control Act, RCW 90.48). Any person who violates the federal Clean Water Act is subject to maximum criminal penalties of $25,000 per day, one year imprisonment, or both, for negligent violations and maximum criminal penalties of $50,000 per day, or three years imprisonment, or both for knowing violations – with fines increased for repeat violations. Willful violations of the State Water Pollution Control Act are also subject to maximum criminal penalties of $10,000 per day, one year imprisonment, or both. Additionally, violating the City's MS4 Permit presents a risk of up to $68,445, the current inflation-adjusted civil penalty per day, recoverable through a third-party (citizen) lawsuit.

d. How might this legislation affect other City departments besides the one that proposed it?

The primary departments other than SPU that will be impacted by this legislation include SDCI, SDOT, SPR, SCL, and FAS. This legislation applies city-wide and includes revisions to minimum requirements related to on-site stormwater management, flow control, water quality treatment, and development projects. The effect of this legislation on other departments will vary to the degree departments engage in ongoing activities

to which source control measures apply, or to the degree that each department is involved in capital projects.

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4. Other Impacts

a. Does this legislation require a public hearing?

☐ Yes

☒ No

Environmental review under the State Environmental Policy Act (SEPA) is required for this legislation, and publication of notice of the environmental determination was made in *The Daily Journal of Commerce* and in the City's Land Use Information Bulletin on January 12, 2026. No appeals were received. The SEPA Determination of Non-Significance was closed out on February 9th, 2026.

In addition, below is a summary of the previous public engagement activities conducted in developing this Stormwater Code Update.

Public Engagement on Stormwater Code Update Process

Date	Meetings, Announcements, Newsletters, Updates
12/11/2024	**Listening Session with Developers, Builders, Design/Engineering Community**
12/15/2024	**Listening Session with Port of Seattle**
5/8/2025	SDCI Building Connections Newsletter Announcement – General information and What's Coming Up
5/8/2025	SDCI Listserv Announcement - General Information and What's Coming Up
5/29/2025	DSO Listserv Newsletter Announcement – Save the Date for First Public Review Draft and Meeting
5/29/2025	SDCI Listserv Announcement - Save the Date for First Public Review Draft and Meeting
7/1/2025	SDCI Listserv Announcement – Public Meeting Details and Registration Info
7/7/2025	SDCI Listserv Announcement – Documents Available and Repeat of Public Meeting Details and Registration Info
7/14/2025	SDCI Listserv Announcement – Public Meeting Reminder
7/15/2025	**1st Public Meeting**

Date	Meetings, Announcements, Newsletters, Updates
7/22/2025	SDCI Listserv Announcement – Public Meeting Recording Available Online
8/11/2025	SDCI Listserv Announcement – Reminder to Provide Comments
8/22/2025	Mayor's Office Briefing - SW Code Update
9/3/2025	SDCI Listserv Announcement – Fall Listening Session Registration
9/3/2025	DSO Listserv Newsletter Announcement – Fall Listening Session Registration
9/15/2025	DWW LOB E-Team WQ BMP ROW Briefing
9/22/2025	SDCI Listserv Announcement – Fall Listening Session Reminder and Response to Comments Available Online
9/23/2025	DSO Listserv Newsletter Announcement- Fall Listening Session Reminder and Response to Comments Available Online
9/25/2025	**Fall Listening Session – General Public**
9/18/2025	Mayor's Office Weekly
10/15/2025	**Listening Session with Port of Seattle**
10/20/2025	**Listening Session with WDFW**
11/25/2025	SDCI Listserv Announcement – Second Public Meeting Details and Registration
11/26/2025	DSO Listserv Newsletter Announcement - Second Public Meeting Details and Registration
12/1/2025	SDCI Building Connections Newsletter Announcement - Second Public Meeting Details and Registration
12/16/2025	Reminder SDCI Listserv Announcement - Second Public Meeting Details and Registration
1/7/2026	SDCI Listserv Announcement – Public Meeting Reminder and Documents Available Online
1/7/2026	DSO Listserv Newsletter Announcement - Public Meeting Reminder and Documents Available Online
1/14/2026	**Second Public Meeting**
1/22/2026	SDCI Listserv Announcement – Public Meeting Materials Available Online, Public Comment Reminder, and Clarifications
1/22/2026	DSO Listserv Newsletter Announcement - Public Meeting Materials Available Online, Public Comment Reminder, and Clarifications

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

Environmental review under the State Environmental Policy Act (SEPA) is required for this legislation, and publication of notice of the environmental determination was made in *The Daily Journal of Commerce* and in the City's Land Use Information Bulletin on January 12, 2026.

c. Does this legislation affect a piece of property?

No. The proposal is a non-project legislative action with no specific site. As Stormwater Code requirements are city-wide, specific projects affected by the proposal may occur anywhere within Seattle's city limits.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

There is no perceived implication for the principles of the Race and Social Justice Initiative. This legislation does not impact vulnerable or historically disadvantaged communities as the requirements are applied throughout the city.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

None.

3. What is the Language Access Plan for communicating with the public about this legislation?

A plain language summary of the ordinance was distributed to potential permit applicants, developers, architects and the general public via SDCI Stormwater Code Listserv, SPU Development Services Office (DSO) Subscribers Listserv, and SDCI's Building Connection Newsletter.

e. Climate change impacts:

1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

With more options to include trees along with other stormwater requirements such as soil cell bioretention, it's more likely that trees will be utilized in addition to, and as part of, stormwater management. This will have the potential to increase carbon sequestration and reduce ground level and building temperatures, due to the shading effect of trees, which may lower energy consumption.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

The proposed legislation and Stormwater Manual updates are expected to increase Seattle's climate resiliency by expanding the use of integrated green infrastructure. Clarified alignment between bioretention and tree requirements, along with a new soil cell bioretention option, increases opportunities for urban tree canopy and distributed stormwater management. Revisions to flow control thresholds and facility sizing reduce reliance on pumped systems in shallow drainage areas, lowering vulnerability during power outages while maintaining capacity to manage larger storm events. Together, these changes support more reliable, passive, and climate-adaptive stormwater infrastructure.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

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

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

This legislation does not create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization.

Legislative Summary
2026 Stormwater Code Update
March 6, 2026

Overview

The primary purpose of this legislation and update of associated SPU/SDCI Directors' Rule (Stormwater Manual) is to comply with the 2024–2029 Phase I Municipal Separate Storm Sewer System (MS4) Permit (Permit) issued by the Washington State Department of Ecology (Ecology) under federal and state water quality laws.

In addition to maintaining Seattle's compliance with state and federal water quality permits, there are independent City policy and usability improvements developed using best available science including:

- Aligning requirements with recent land use code updates
- Modernizing technical standards to reflect current science and Ecology guidance
- Supporting City priorities related to urban greening, resilience, and water quality
- Improving clarity and predictability for applicants and reviewers

To meet the Permit requirements, all code and rule updates must be adopted and take effect no later than **July 1, 2026**.

Background

The Permit was issued by the Ecology under both the National Pollutant Discharge Elimination System (NPDES) program established by the federal Clean Water Act and the State of Washington Water Pollution Control Law. The Permit was issued on July 1, 2024, and became effective on August 1, 2024.

The Permit requires that the City's Stormwater Code and associated Stormwater Manual include minimum requirements, thresholds, definitions, and other specified requirements, limitations and criteria, determined by Ecology to be equivalent to Appendix 1 of the Permit for new development, redevelopment, and construction. In addition, stormwater facilities and maintenance provisions must be at least as protective of facility function as, and source control provisions must be functionally equivalent to, Ecology's Stormwater Management Manual for Western Washington (SWMMWW, Ecology 2024).

The purpose of the City of Seattle's Stormwater Code (Chapters 22.800 – 22.808 SMC) is to protect life, property, public health, and the environment from the adverse impacts of urban stormwater runoff. Adverse impacts can include flooding, water pollution, landslides, and erosion. The Stormwater Code was substantially updated in 2009 and revised in 2015, 2016, and 2021.

The Code applies broadly to:

- Land disturbing activity
- Drainage and erosion control
- Discharges to public drainage, combined sewer systems, or receiving waters
- New and existing development and land uses

The Code is implemented through the Seattle Stormwater Manual, issued jointly by SPU and SDCI, and consists of the following sections:

- Volume 1 – Project Minimum Requirements
  (pursuant to the Stormwater Code Minimum Requirements)
- Volume 2 – Construction Stormwater Control
- Volume 3 – Project Stormwater Control
- Volume 4 – Source Control
- Volume 5 – Enforcement
- Appendices

Summary of Legislation

The proposed updates and modifications to the Stormwater Code and Manual will affect administration, source control, development, and construction site stormwater pollution prevention control. A Table of Key Changes on SDCI's Stormwater Code and Manual Update 2026 website provides detailed lists of key changes to the code and manual[1].

Summary of Key Changes

These changes are necessary to maintain the City's permit coverage:

- Updated definitions, thresholds, and requirements to match the Permit and SWMMWW including adding "Common Plan of Development or Sale".
- Revised utility work and pavement maintenance exemptions.
- Clarified vesting dates, thresholds, and "closely related projects" provisions.
- Updated drainage control review and application thresholds to ensure adequate erosion and construction stormwater review in dense urban settings.
- Modified roadway project thresholds, including removal of the 5,000 sq. ft. "new hard surface" trigger and use of combined "new plus replaced" surfaces.
- Updated metals treatment standards (terminology and thresholds).
- Revised wetland protection method for winter volume matching flexibility.

The following key updates were not equivalency related but made for consistency with current City policy including supporting housing development, increasing tree canopy, and improving water quality outcomes:

- Alignment with current Land Use Code updates, including removal of outdated single-family terminology.
- Expanded and refined on-site stormwater management BMP options to:
- Strengthened requirements for use of infiltration best management practices (BMPs) to the maximum extent feasible to support stream interflow.
- Revised ensure sufficient capacity threshold to address changing drainage patterns during construction.
- Added provisions to address water quality from pollution-generating surfaces not previously discharging to receiving waters.

[1] See Stormwater Code and Manual Update 2026 Project Documents page to access January 2026 second public review draft of Stormwater Manual (Volumes 1-5, Appendices A-J) and summary of changes document.

- Softening flow control thresholds for some parcel-based projects draining to small lakes or capacity-constrained systems (2,000 → 5,000 square feet.).
- Added direction for projects where wetland protection standards conflict with other requirements.
- Added exception regarding landscape areas (including artificial turf sports fields) requiring metals treatment.
- Clarified and streamlined drainage review processes.

Public Participation

Public outreach began in October 2024 and included a series of virtual public meetings to inform stakeholders about proposed Stormwater Code updates and to gather feedback. Participants included representatives from:

- Development and building industries
- Environmental advocacy organizations
- Regional and state agencies
- Engineering and consulting firms

Outreach included:

- 2024 industry listening session
- Public meetings in 2025 and January 2026
- Two public comment periods, the last ending February 9, 2026

Additional outreach methods included:

- Stormwater code update website
- Announcements distributed through the SDCI Stormwater Code Listserv and SPU Development Services Office (DSO) Subscribers Listserv
- Articles published in SDCI's Building Connection Newsletter
- Information shared at Master Builders Association meetings

These efforts supported early awareness, technical input, and broader stakeholder engagement in advance of the legislative process. The dates and content of the virtual public meetings (**bold**), list serv announcements, the Building Connection newsletter, and meetings are shown below.

Date	Meetings, Announcements, Newsletters, Updates
12/11/2024	**Listening Session with Developers, Builders, Design/Engineering Community**
12/15/2024	**Listening Session with Port of Seattle**
5/8/2025	SDCI Building Connections Newsletter Announcement – General information and What's Coming Up
5/8/2025	SDCI Listserv Announcement - General Information and What's Coming Up
5/29/2025	DSO Listserv Newsletter Announcement – Save the Date for First Public Review Draft and Meeting
5/29/2025	SDCI Listserv Announcement - Save the Date for First Public Review Draft and Meeting
7/1/2025	SDCI Listserv Announcement – Public Meeting Details and Registration Info

Date	Meetings, Announcements, Newsletters, Updates
7/7/2025	SDCI Listserv Announcement – Documents Available and Repeat of Public Meeting Details and Registration Info
7/14/2025	SDCI Listserv Announcement – Public Meeting Reminder
7/15/2025	**1st Public Meeting**
7/22/2025	SDCI Listserv Announcement – Public Meeting Recording Available Online
8/11/2025	SDCI Listserv Announcement – Reminder to Provide Comments
8/22/2025	Mayor's Office Briefing - SW Code Update
9/3/2025	SDCI Listserv Announcement – Fall Listening Session Registration
9/3/2025	DSO Listserv Newsletter Announcement – Fall Listening Session Registration
9/15/2025	DWW LOB E-Team WQ BMP ROW Briefing
9/22/2025	SDCI Listserv Announcement – Fall Listening Session Reminder and Response to Comments Available Online
9/23/2025	DSO Listserv Newsletter Announcement- Fall Listening Session Reminder and Response to Comments Available Online
9/25/2025	**Fall Listening Session with General Public**
9/18/2025	Mayor's Office Weekly
10/15/2025	**Listening Session with Port of Seattle**
10/20/2025	**Listening Session with Washington Department of Fish & Wildlife**
11/25/2025	SDCI Listserv Announcement – 2nd Public Meeting Details and Registration
11/26/2025	DSO Listserv Newsletter Announcement - 2nd Public Meeting Details and Registration
12/1/2025	SDCI Building Connections Newsletter Announcement - 2nd Public Meeting Details and Registration
12/16/2025	SDCI Listserv Announcement – Reminder: Second Public Meeting Details and Registration
12/17/2025	DSO Listserv Newsletter Announcement – Reminder: 2nd Public Meeting Details and Registration
1/5/2026	SDCI Building Connections Newsletter Announcement - 2nd Public Meeting Details and Registration
1/7/2026	SDCI Listserv Announcement – Public Meeting Reminder and Documents Available Online
1/7/2026	DSO Listserv Newsletter Announcement - Public Meeting Reminder and Documents Available Online
1/12/2026	SDCI Listserv Announcement – Public Meeting Reminder
1/13/2026	DSO Listserv Announcement – Public Meeting Reminder
1/14/2026	**2nd Public Meeting**
1/22/2026	SDCI Listserv Announcement – Public Meeting Materials Available Online, Public Comment Reminder, and Clarifications
1/22/2026	DSO Listserv Newsletter Announcement - Public Meeting Materials Available Online, Public Comment Reminder, and Clarifications

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Northwest Region Office
PO Box 330316, Shoreline, WA 98133-9716 • 206-594-0000

December 22, 2025

Andrew Lee
General Manager & CEO
Seattle Public Utilities
Sent by email only: andrew.lee@seattle.gov
WAR044503

RE: Preliminary Approval of City of Seattle Stormwater Manual and Municipal Code

Dear Andrew Lee:

The Department of Ecology (Ecology) has completed our review of the changes to the *Seattle Municipal Code* and the *Seattle Stormwater Manual*, as effective July 1, 2021, for the purpose of determining equivalency to the required portions of Ecology's *2024 Stormwater Management Manual for Western Washington (SWMMWW)*, as outlined in Special Condition S5.C.5.b of the 2019-2024 Phase I Municipal Stormwater Permit (Permit). Ecology limited its review, based on the previous approval of your local program as functionally equivalent to the SWMMWW as amended in 2021, to changes submitted in the format outlined in Appendix 10 of the Permit, and communication that followed. This letter serves as our response as required by S5.C.5.b.iii. Our preliminary determination is that the items reviewed are equivalent, except for the items specified below that will require further communication before they can be deemed equivalent to the *2024 SWMMWW*:

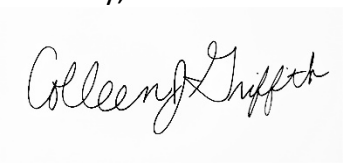
- Table 10.1 - SMC 22.801.040 "C"; SMC 22.805.010 General; SMC 22.807.020 Drainage control review and application requirements – Addition of unabridged definition for Common Plan of Development or Sale.
- Table 10.2 – Volume 1 – 2.1.2 – Common Plan of Development – Addition of unabridged definition for Common Plan of Development or Sale.
- Table 10.2 – Volume 1 – 2.1.3 – Closely Related Projects – List of project aspects which may not be considered when evaluating if multiple projects are closely related.
- Table 10.2 – Volume 3 – 5.4.10 – Infiltrating Structural Soil Cell BMP – Tables 5.30, 5.31, and 5.32 still require completion of missing calculations.
- Table 10.2 – Volume 3 – 5.8.12 – Non-Infiltrating Structural Soil Cell BMP – Incomplete Table 5.52.

Your revised program is required to be adopted and made effective by July 1, 2026. If changes are made to the items listed above during your legislative or administrative adoption processes, those changes will need further Ecology review. Ecology's determination will not become final

until after Ecology conducts a public review process associated with a future modification of Appendix 10 of the Phase I Permit.

I appreciate the hard work and dedication of your team to develop revised stormwater management regulations and rules.

Please contact me at ccro461@ecy.wa.gov or 425-429-4571 if you have any questions.
Sincerely,



Colleen Griffith
Municipal Stormwater Permit Planner, NWRO
Water Quality Program

ecc: Jessica Huybregts, Seattle Public Utilities
Sherell Ehlers, Seattle Public Utilities
Abbey Stockwell, Washington Department of Ecology
Douglas Howie, Washington Department of Ecology

Environmentally Critical Areas:
Best Available Science Review
February 2026

INTRODUCTION

Purpose of Report

The purpose of this report is to provide a compilation and review of selected literature that is representative of the best available science regarding urban stormwater management. It has been prepared for the proposed revisions to the City of Seattle (City) Stormwater Code (Seattle Municipal Code [SMC] 22.800 – 22.808). It is intended to support the provisions of Revised Code of Washington (RCW) 36.70A.172, which requires that cities and counties "include the best available science in developing policies and development regulations to protect the functions and values of critical areas" and the Washington Administrative Code (WAC) 365-195-900 through WAC 365-195-925, which contain rules designed to assist cities and counties in identifying and including the best available science in adopted policies and regulations.

Scope of Report

The Stormwater Code and associated joint Seattle Public Utilities/Department of Planning and Development (SPU/DPD) Directors' Rules are being revised in order to comply with the requirements of the City's coverage under the 2024-2029 Phase I Municipal Stormwater Permit (MS4 Permit, Ecology 2024a), and to incorporate related City policy changes and to improve usability. The MS4 Permit was issued by the Washington State Department of Ecology (Ecology) under both the National Pollutant Discharge Elimination System (NPDES) program established by the federal Clean Water Act and the State of Washington Water Pollution Control Law. The MS4 Permit was issued on July 1, 2024 and became effective on August 1, 2024. The MS4 Permit requires that the City's Stormwater Code and associated Stormwater Manual (to be contained in the Directors' Rule) include minimum requirements, thresholds, definitions, and other specified requirements, limitations, and criteria, determined by Ecology to be equivalent to Appendix 1 of the MS4 Permit for new development, redevelopment, and construction. In addition, maintenance provisions must be at least as protective of facility function as, and source control provisions must be functionally equivalent to, Ecology's Stormwater Management Manual for Western Washington (SWMMWW, Ecology 2024b).

The MS4 Permit requirements (and the proposed 2026 Stormwater Code Updates) follow a set of previous MS4 Permit requirements that became effective in January 2015 (Ecology 2014a). The technical basis for the 2016 Stormwater Code update was well established, and the associated best available science documentation was thorough. Most is still applicable. As such, a substantial portion of this document repeats and incorporates information presented in the 2015 Best Available Science Review (Supplemental Report) (Seattle 2015) and the 2021 Best Available Science Review (Supplemental Report) (Seattle 2021a). This February 2026 update to the 2021 Best Available Science Review (Supplemental Report) refers to additional literature on the

general impacts of stormwater management, as well as selected information related to particularly notable 2026 Stormwater Code Update elements.

This document also supplements the City's Environmentally Critical Areas: Best Available Science Reviews (Seattle 2005, Seattle 2007, Seattle 2013a), which present detailed reviews of the best available science regarding wetlands, fish and wildlife conservation areas, geologic hazard areas, flood-prone areas, abandoned landfills, and critical aquifer recharge areas.

Overview of Report

This report provides a summary of the impacts of urban stormwater runoff on receiving waters relating to changes in flow rates and volumes, and water quality. It then presents a review of selected scientific literature related to urban stormwater management, focusing on BMPs related to stormwater runoff flow control and water quality treatment. It includes literature regarding wetland protection, flow control in creek basins, low impact development, stormwater quality treatment facilities, and construction site stormwater pollution prevention.

This report is not intended to present an exhaustive review of the scientific literature on the subject of urban stormwater runoff management. Creating such an all-inclusive compilation would result in a multi-volume document that would duplicate existing resources. Readers interested in more comprehensive compilations regarding the science of managing urban stormwater runoff should consider: Ecology (2024), Minton (2002), Sheldon (2005), Washington State University/Puget Sound Partnership (WSU and PSP 2012), Shaver et al. (2007), National Research Council (2009), and Puget Sound Partnership (2010), among many others.

EFFECTS OF URBAN STORMWATER

Impacts of Urban Stormwater Runoff on Flow

Prior to Euro-American settlement, the landscape tree canopy, other vegetative cover, and forest duff layer limited damaging high stormwater runoff flows through interception, evapotranspiration, and absorption of rainfall. As the human population increased and commerce grew in Seattle, the overall nature of the landscape was changed. Trees were logged, land was cleared, buildings and roadways were built, and the soil was compacted. The overall impact of these changes resulted in:

- Increased flow rates of stormwater runoff
- Increased volumes of stormwater runoff
- Decreased time for stormwater runoff to reach a downstream receiving water
- Greater in-stream flow velocities.
- Reduced groundwater recharge
- Increased frequency and duration of high stream flows and wetland inundation during and after wet weather
- Reduced stream flows and wetland water levels during the dry season.

Schueler (1987) provides an illustrative graph showing the relationship between pre-developed stream flow rates and post-development stream flow rates, which is provided below in Figure 1.

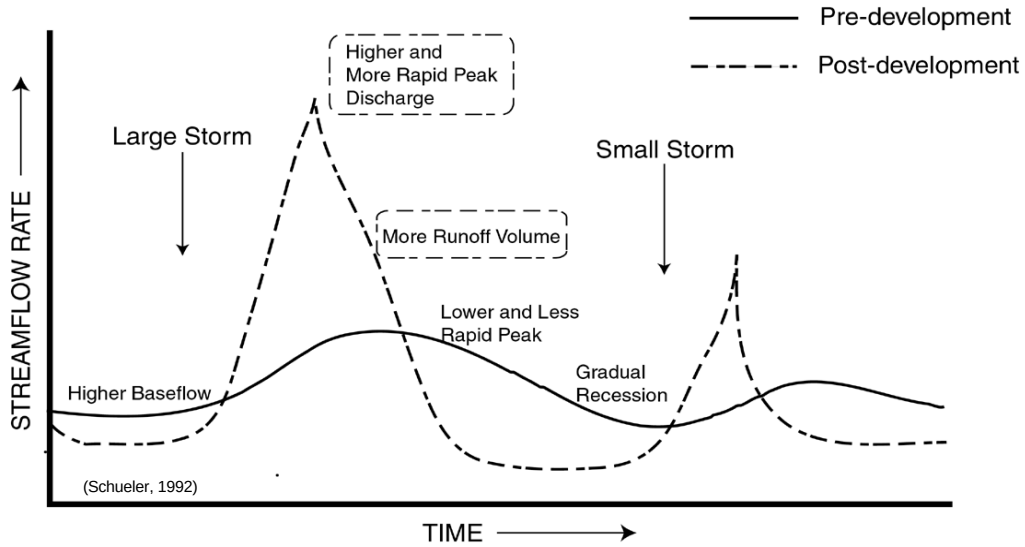


Figure 1. Changes in Hydrology after Development (Schueler 1987)

The relationship between changes in effective imperviousness and the quality of streams is well documented (see, for example, Dunn and Leopold 1978, Booth and Jackson 1997, Arnold and Gibbons 1996, McMahon and Cuffney 2000, USGS 2009). High stream flows, caused by increases in imperviousness in a catchment, can result in channel erosion and stream bank instability. Booth and Jackson (1997) showed that increased flows can occur even when the catchment has undergone relatively small changes in the percent of effective imperviousness. For example, Figure 2 illustrates how runoff from a 2-year storm in an urban catchment with approximately 10 percent impervious surface is equal to the runoff from a 10-year storm in a forested catchment (ibid).

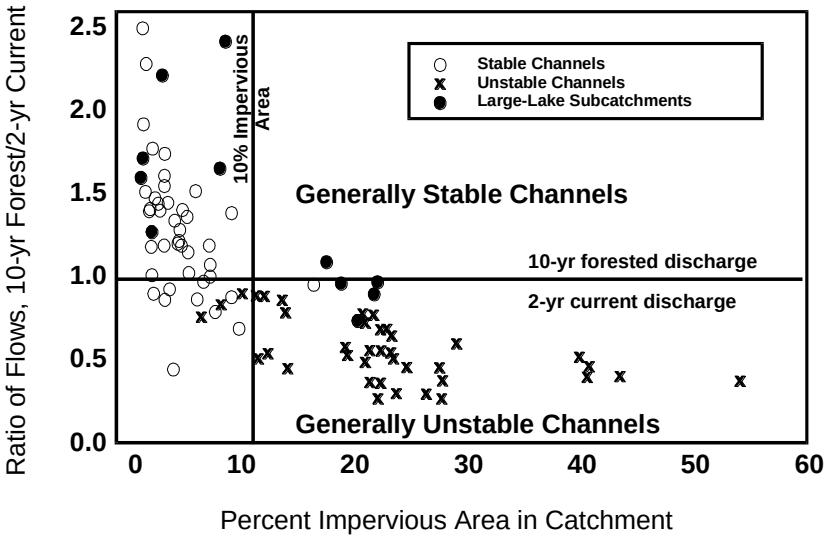


Figure 2. Channel Stability and Land Use: Hylebos, East Lake Sammamish, and Issaquah Basins (Booth and Jackson 1997)

The changes in hydrologic regime associated with urban stormwater runoff can also significantly impact aquatic life. When a stream changes its physical configuration and substrate due to increased flows, habitats are altered. Significant and detectable changes in the biological community of Puget Sound lowland streams have been observed early in the urbanization process. This is due to a combination of changes in flow conditions, as well as water quality conditions (discussed further in the next section). May (1996) and May et al. (1997) reported observable biological changes in the 5-10 percent total impervious area range of a watershed (Figure 3). Using the Benthic Index of Biotic Integrity (B-IBI) developed by Karr (1991) and Kleindl (1995), May et al. (1997) evaluated the relationship between B-IBI and the extent of watershed urbanization as estimated by the percentage of total impervious area (Figure 3). Also shown in Figure 3 is the correlation between the abundance ratio of juvenile Coho salmon to cutthroat trout (Lucchetti and Fuerstenberg 1993) and the extent of urbanization.

The biological communities in wetlands are also severely impacted and altered by the hydrological changes. Relatively small changes in the natural water elevation fluctuations can cause significant shifts in vegetative and animal species composition (Reinelt and Taylor 2000, Azous and Horner 2001).

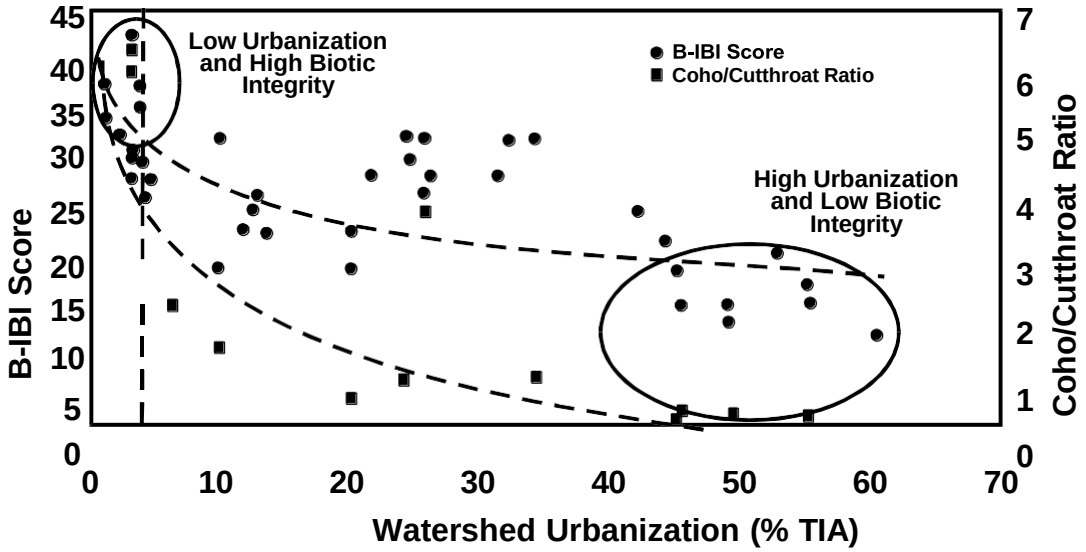


Figure 3. Relationship between Basin Development and Biologic Integrity in Puget Sound Lowland Streams (May et al., 1997)

Impacts of Urban Stormwater Runoff on Water Quality

Stormwater may become contaminated by activities as a result of contact with materials stored outside, spills and leaks from equipment or materials used onsite, contact with materials during loading, unloading or transfer from one location to another, and from airborne contaminants. Stormwater runoff and associated contaminants from developed areas have been identified as one of the leading threats to aquatic life supported by the Puget Sound ecosystem. Reducing surface water

runoff pollutant loading and runoff from the built environment is a key priority action for the restoration of Puget Sound (Puget Sound Partnership 2010). Stormwater runoff from developed areas can contain pollutants that can contaminate surface, marine, and groundwaters (Ecology 2011a).

In 2015, Ecology synthesized the stormwater monitoring data collected by Western Washington Phase I stormwater permittees under the 2007 NPDES permit. Ecology evaluated pollutant detection rates, concentrations, and discharge patterns with land use and season. This local dataset plus early national efforts represent forty years of progressive understanding about pollutants that can be transported by runoff (Ecology 2015). Land use is an important determinant of runoff quality (EPA 1983, Strecker et al. 1997, Maestre et al. 2005, Pitt 2011). The type of pollutant depends on the nature of activities in those areas as follows:

- **Roads:** Runoff from roads is typically contaminated with pollutants from vehicles. Oil, grease, polynuclear aromatic hydrocarbons (PAHs), lead, zinc, copper, cadmium, sediments (soil particles), associated nutrients, and road salts are all typical pollutants present in road runoff (Zawlocki et al. 1981, Mar et. al. 1982, Davis et al. 2001). Vehicles are the primary source of most of these pollutants. Most oil and grease come from vehicle leakage, while PAH's are primarily from vehicle exhaust. Lead is most commonly associated with wear of metallic parts, wheel balance weights (wearing and falling from wheels), and battery leakage due to car accidents. The primarily source of zinc is wear from tires, and copper primarily comes from brake pad wear. A highly toxic chemical (6PPD) associated with rubber tire residue is also associated with roadway runoff and may be linked to the acute mortality of adult migrating salmon (Tian et al 2020).
- **Commercial/Industrial areas**: Runoff from commercial and industrial areas typically can contain heavy metals, sediments, and a broad range of man-made organic pollutants including phthalates, PAHs, and other petroleum-based hydrocarbons (National Research Council 2009). Vehicles and pavement sealants are two common sources of pollutants from these areas. Other sources depend on the types of operations that are present on the property.

  Commercial and industrialized land uses generally have higher concentrations of fecal indicator bacteria, metals (arsenic, copper, lead, magnesium, and zinc), polycyclic aromatic hydrocarbons (PAH's), and solids compared to the residential areas (Ecology 2015). Commercial and industrial areas where traffic congestion and vehicle use is routine are priority areas for intercepting key stormwater pollutants such as sediment, PAHs, and toxic metals (cadmium, chromium, copper, lead, manganese, zinc). Heavy metals and PAHs from industrial, commercial and mixed residential land uses pose the highest risks for environmental impact (Lundy et al. 2012, Ma et al. 2017, Müller et al. 2020).
- **Residential areas**: Runoff from residential areas can include the same road-based pollutants outlined above, as well as herbicides, pesticides,

surfactants, nutrients (from fertilizers), bacteria and viruses (from animal waste, Engstrom 2004), as well as sediment from dirt and gravel driveways. These contaminants can be entrained in stormwater runoff directly, or can reach downstream surface water bodies and marine environments via shallow groundwater flows. In addition, curtain and foundation drains often discharge to municipal systems and can contribute pollutants to surface water bodies. Zinc strips and other zinc based products are commonly used in residential areas to prevent and treat moss, and can add additional zinc to runoff from residential areas. Bleach and detergents are also commonly used for moss treatment. Most detergents contain phosphorus, which can contribute to eutrophication of surface water bodies (because productivity in fresh water bodies is typically phosphorus limited). Other pollutants from residential areas include insecticides, copper from copper roofs, zinc from composite roofs, and deicers.

- **Construction sites**: Runoff from construction sites can include sediments and other suspended material, which can increase turbidity or cloudiness in downstream receiving waters and can be deposited over the natural sediments of the receiving water and affect streams and wetlands (Barrett et al. 1995, Ecology 2014b, Horner et al. 2002a). The City has also given attention to concerns associated with construction demolition activities and the potential for heavy metals contamination and dust fall. Jacobs et al. (2013) found that “lead dust suppression is feasible and important in single-family housing demolition where distances between houses are smaller and community exposures are higher.” Though they also indicate that additional research is needed to determine the likelihood of potential for stormwater contamination. Several agencies and groups provide guidance on control of pollution from demolition activities, including East Baltimore Development’s 2006 *Operations Protocol for Salvage, Deconstruction, Demolition and Site Preparation Activities* (EBDI 2006).

Stormwater pollutants resulting from development can be dissolved in the water column or can be attached to particulates that settle in streambeds, lakes, wetlands, or marine estuaries. The toxic pollutants in the water column can have both immediate and long-term lethal impacts (Baldwin et al. 2003; Hansen et al. 2002). In addition, development can increase water temperatures by heating stormwater runoff as it passes over exposed surfaces, before being discharged to receiving waters (Foulquier et al. 2009). A rise in water temperature can have direct lethal effects on aquatic organisms by reducing the available dissolved oxygen and potentially causing algae blooms that further reduce water clarity and the amount of dissolved oxygen in the water (McCullough et al. 2001).

STORMWATER FLOW CONTROL AND WATER QUALITY TREATMENT

Overview

Stormwater runoff is widely recognized in scientific literature as an agent for physical, chemical, and biological degradation (Booth et al. 2006), and stormwater research is an ongoing, evolving field of study. Consider, for example, how the best available science regarding flow control performance standards for stormwater discharges into creeks in western Washington has changed over the past three decades. Early flow control requirements were based solely on limiting the post-development *peak flow rates* to below a set value – a value independent of the pre-developed condition (King County 1979). Booth (1990) advocated a different post-development peak flow rate standard that was linked to a percentage of the pre-development peak flow rate. Soon thereafter, and as a result of research indicating that peak flow control alone was insufficient to mitigate stormwater impacts to creeks, a post-development flow control standard based on a pre-development *flow-duration standard* was proposed (Booth 1991). Less than 10 years later, additional research indicated that this proposed flow-duration standard was not achieving all the objectives for protecting creeks from channel incision and sediment transport, owing to overall disruption of the natural hydrologic regime (Booth and Jackson 1997). More recently, low impact development (LID) techniques have been promoted as the preferred means for managing urban stormwater runoff and mimicking pre-development flow regimes (Booth 2007, Horner 2007, Holz 2007, NRDC 2006, Ecology 2014b), with an emphasis on mitigating the impacts of small and less-frequent storm events. Thus, in the space of roughly 30 years of research and assessment, four different types of flow control requirements have been presented in the scientific and professional literature as representative of the best available science for urban runoff management for flow control for creek basins in western Washington alone.

The sections that follow provide a review of selected citations that address two critical aspects of urban stormwater runoff management: flow control and water quality treatment. Flow control is important to mitigate the impacts of urban development on changes in hydrologic regime in wetlands and creek basins. Water quality treatment focuses on 1) permanent/constructed stormwater treatment facilities designed to remove chemical contaminants from runoff, and 2) operational BMPs to reduce stormwater contamination and minimize the transport of sediment to receiving waters from construction sites and grading activities. Note that although specific constructed facilities described below are included under one of the two categories of flow control or water quality treatment, many facilities (such as those involving infiltration) often serve a dual role, providing both flow control and water quality treatment, depending on how these facilities are designed (Ecology 2014b, Ecology 2019b).

Flow Control

The following sections build on the information presented previously to elaborate on the aspects of stormwater runoff impacts and mitigation measures related to flow control. Information is discussed relating to wetland and creek protection, followed by an expanded discussion on low impact development (LID) and LID BMPs related to flow control.

Wetland Protection

The following information is derived from a report prepared by Sheldon et al. (2005), which provides a comprehensive summary and synthesis of the literature relevant to the science and management of wetlands in the state of Washington.

> *Urbanization is recognized as both increasing and decreasing the flows that reach down- gradient aquatic systems such as wetlands. Greater volumes of water are generated more quickly while smaller, long-duration flows that would occur under less developed conditions are reduced or perhaps eliminated. Research has shown that collecting stormwater through modern storm drains, culverts, and catchments results in the rapid transport of large volumes of stormwater runoff into rivers, lakes, and wetlands at much faster rates and higher volumes than under predevelopment conditions (Dunn and Leopold 1978, Booth 1991, May 1996). Although some of the research has focused on the effects of urbanization on streams, the findings on changes in flow volumes, rates, and frequency apply equally to wetlands that receive storm drainage. Streams and wetlands are "intimately interconnected in the watersheds of western Washington" (Booth 1991).*

Changes to hydrologic conditions can negatively impact the ecology of a wetland. Reinelt and Taylor (2000) used water level fluctuations as a primary factor in evaluating wetland hydroperiod. "Water level fluctuation is perhaps the best single indicator of wetland hydrology, because it integrates nearly all hydrologic factors." Increases in impervious surface coverage reduce infiltration, thereby reducing interflow (shallow, subsurface flow) and base flow, which may influence the hydroperiod of down-gradient wetlands if they are fed by that shallow subsurface flow. Similarly, reductions in watershed infiltration correspond to increases in surface water runoff, which also impact the hydroperiod of downstream wetlands. These increased water level fluctuations have been associated with declines in the biotic diversity of wetlands (Ecology 1997, Reinelt et al. 1998, Azous and Horner 2001). Likewise, although many hydric soils (i.e., wetland soils) may be anaerobic, changing the length of time the soils are inundated results in changes in wetland soil chemistry, which in turn can influence the survival of vegetation and microbes in the soil that were adapted to shorter periods of inundation (Thom et al. 2001). The wetland protection standards outlined in the MS4 Permit and SWMMWW aim to minimize these fluctuations in hydroperiod through control of the changes in the volume of stormwater runoff delivered to a wetland pre- and post-project development.

The *Washington State Wetland Rating System for Western Washington* (Hruby 2014) provided an updated wetland rating system to provide a more accurate rating of functions and values.

Flow Control in Creek Basins

As noted previously, a growing body of research confirms that urbanization alters the hydrologic regime (Dunne and Leopold 1978, Schueler 1987, Booth and Jackson 1997, Ecology 2014b). These alterations result in higher volumes of stormwater

runoff, delivered at higher flow rates for longer durations than under pre-development conditions (Booth 1991, May 1996). Research by Konrad and Booth (2002) in the Puget Sound lowlands showed statistically significant correlations between urbanization in a watershed and altered creek hydrologic regimes. Even small changes in watershed imperviousness can have measurable influences on flows in a creek system (Azous and Horner 2001). Booth (1991) concluded that urbanization could cause peak flow rates to increase by up to five-fold for a given storm event. These altered hydrologic regimes adversely impact creek systems through channel erosion and incision (May 1996, May et al. 1997). These effects are spread across a wide range of storm event sizes, with smaller and more frequent events often having the greatest cumulative effect on creek morphology.

Stormwater flow control BMPs are designed to reduce the volume, flow rate, and timing of stormwater flows released from developed sites. Some facilities function by storing stormwater and controlling the release rates so that post-development hydrology more closely resembles pre-development hydrology. Other facilities use infiltration, evapotranspiration, and stormwater reuse in an attempt to better mimic natural hydrologic regimes.

Flow Control Performance Standards to Protect Creeks

The term *flow control performance standard* is used to represent the combination of flow rates, volumes, and durations that are allowed to be discharged from a site. Per the MS4 Permit, these standards must be met for projects that exceed certain regulatory thresholds, most generally based on the amount of new and replaced impervious surfaces, but which can also be dependent on the type of project, size of project, area disturbed, and the drainage basin in which the project is located. Flow control performance standards are intended to reduce the impacts of changes in hydrologic regime on creek systems caused by changes in land cover, impacts that can include: erosion, sedimentation, instability, flooding, and other damage to the streambank and riparian corridor.

The Stormwater Management Manual for the Puget Sound Basin (Ecology 1992) required the use of a single-rainfall-event hydrologic model to calculate pre-development and post- development runoff, and associated flow control performance standards. The following post- development peak flow rate conditions, based on selected storm statistics, were required if stormwater infiltration was not feasible on site:

- 100-year/24-hour storm – post-development peak flow rate could not exceed the pre- development peak flow rate
- 10-year/24-hour storm – post-development peak flow rate could not exceed the pre- development peak flow rate
- 2-year/24-hour storm – post-development peak flow rate could not exceed the 50 percent of pre-development peak flow rate.

The intent of the “50 percent of the pre-development peak flow rate” component of the standard was to prevent stream channel destabilization by controlling sediment

transport, based on research by Sidle (1988) and Booth (1990). (The other two standards were focused more on flooding and property protection.) While this flow control approach provided more environmental protection than having no standards, it is now widely acknowledged to have some fundamental flaws in achieving its intent, among them:

- It assumed that flow statistics correlated to rainfall statistics. That is, the X-year peak flow was assumed to correlate to the X-year, 24-hour peak rainfall depth. The results of continuous simulation models, which use many years of rainfall data rather than individual 24-hour events, show that this assumption is not always valid.
- It assumed that controlling the peak flow from a storm (i.e., preventing the peak flow from exceeding some standard), would prevent channel instability. This is not true, since the peak flow standards do not address the increase in total runoff volume that occurs with urbanization, which translates into an increase in total time that elevated storm flow rates will work on the channel to transport sediment.
- It did not address alteration of the pre-development hydrologic regime related to total rainfall infiltration, evapotranspiration, and inter-storm runoff.

Booth (1991) discussed the shortcomings of single-event model and a peak flow detention standards, and proposed using a “flow duration control” standard. Rather than limiting only the peak flow rate, a flow duration control standard limits the total amount of time over a relatively long period (e.g., months) during which the flow rate could exceed selected flow rates of concern. Designing a project site to meet a flow duration control standard requires a continuous simulation hydrologic model.

Six years later, Booth and Jackson (1997) discussed the shortcomings of flow duration control standards. Among these is the premise that for all streams there is a flow rate below which no sediment transport occurs, and that a flow rate below this index rate would not cause channel incision regardless of the flow duration. Booth and Jackson (1997) state that “For gravel-bed stream channels, this threshold discharge is real and can be determined on a site-specific or generic basis. In sand-bedded channel, however, the threshold of sediment motion occurs at impracticably low discharges, and so increases in the net transport of bed material virtually unavoidable in such systems.”

In 1998, King County promulgated a stormwater technical manual and associated regulations that used flow duration control standards to mitigate impacts from stormwater flow, specifically intended to reduce impacts related to transport of sediment and stream channel erosion (Booth 1991, King County 1998). To implement this performance standard, King County developed a continuous modeling tool, the King County Runoff Time Series (KCRTS) program, which was based on the Hydrological Simulation Program-Fortran (HSPF) model developed by the US Geological Survey (USGS). Ecology followed suit in 2001, incorporating a flow duration control standard into the minimum requirements flow control contained in the Stormwater Management Manual (Ecology 2001) and the subsequent iterations of the SWMMWW (Ecology 2005, Ecology 2014b). Based in part on

results of in-depth investigations performed by King County on the Juanita Creek watershed (O'Brien 2014), the 2014 version of the SWMMWW has reinforced the emphasis on both flow duration and small/frequent storm events by including an added *Low Impact Development Performance Standard* requiring that stormwater discharges match developed discharge durations to pre-developed durations for the range of pre-developed discharge rates from 8 percent of the 2-year peak flow to 50 percent of the 2-year peak flow. This captures an expanded range of storm events, including storms below (i.e., smaller and more frequent than) those targeted by the flow control duration standard in the previous (2005) SWMMWW.

The recommended parameters were updated due to the smaller project sites typical within the City of Seattle. The parameters are within the range of possible values cited in *EPA Basins Technical Note 6 Estimating Hydrology and Hydraulic Parameter for HSPF* (EPA 2000).
Reports also consulted includes *Characterization and Simulation of Rainfall-Runoff Relations for Headwater Basins in Western King and Snohomish Counties, Washington* (Dinicola 1990) and *Validation of a Numberical Modeling method for Simulating Rainfall-Runoff Relations for Headwater Basins in Western King and Snohomish Counties, Washington* (Dinicola 2001).

Low Impact Development, Green Stormwater Infrastructure, and Flow Control

The term *low impact development* (LID) refers to a range stormwater management measures that are intended to limit impacts of development on hydrologic regime. Ecology (2014a) defines LID as follows:

> *A stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation, and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.*

Green stormwater infrastructure (GSI) is the term Seattle generally uses to describe LID approaches in the city. Complicating things somewhat, Ecology uses the term *On-site Stormwater Management* as a "synonym" for LID in the MS4 Permit (Ecology 2014a) when referring to required LID management practices on development sites. As such, Seattle has decided to use the term on-site stormwater management in the 2016 Stormwater Code Update and 2021 Stormwater Code Update in reference to the suite of BMPs required to meet the applicable elements of the MS4 Permit. For clarity, general discussions in this document about LID/GSI approaches and benefits use the term LID or GSI. The term on-site stormwater management will only be used to refer to discussions specific to the MS4 Permit requirements and associated 2016 Stormwater Code Update.

As with LID, one of the key components of GSI in the City of Seattle is trying to replicate as much as feasible the natural hydrologic function by slowing and/or reducing the volume and rate of stormwater runoff through small, distributed runoff management controls and other best practices close to where precipitation lands. By meeting this objective, GSI reduces the capacity, flow, and volumetric demand on

the City's stormwater and sanitary systems. GSI also helps provide resiliency and climate adaptation, as a long-term solution to managing the impacts of precipitation and stormwater runoff. According to the US EPA, as communities develop and climate patterns shift, existing stormwater conveyance and treatment infrastructure needs are expected to grow (US EPA 2014). While grey stormwater infrastructure is largely designed to move urban stormwater away from the built environment, GSI reduces (and often treats) stormwater runoff at or near its source (often while providing other environmental, social, and economic benefits).

Over roughly the past decade, an increasing body of literature has promoted LID as a preferred means for addressing urban stormwater runoff in the Puget Sound region (Booth 2007, Horner 2006, Horner 2007, and Holz 2007). Moreover, as part of the municipal appeals of the 2007 MS4 Permits, the Washington State Pollution Control Board (PCHB) concluded in the Phase I MS4 Permit decision that "…based on the great weight of testimony, reference documents, and technical manuals, that low impact development represents AKART [all known, available and reasonable methods of prevention, control and treatment] and is necessary to reduce pollutants in our state's waters to the maximum extent practicable, the federal standard…" (PCHB 2008). The Low Impact Development Technical Guidance Manual for Puget Sound (WSU and PSP 2012) – first published in 2005 and substantially updated in 2012 – contains extensive LID-specific information on site assessment; site planning and layout; vegetation and soil protection; reforestation; site preparation, construction, and inspection; and integrated management practices tailored to the Puget Sound region. It also contains information on hydrologic modeling for LID flow control measures. Much of this information is also contained in the updated version of Ecology's SWMMWW (Ecology 2019b). Ecology has also developed a guidance document focused on the unique operation and maintenance requirements of LID facilities (Ecology 2013a). Likewise, Seattle has been and remains at the forefront of GSI studies and implementation, and plays an integral role in defining and evaluating the best available science as it relates to LID and GSI in the region. In particular, the City has funded several recent studies focused on evaluating and monitoring bioretention facilities, as well as green roofs (Seattle 2014, WSU 2014, Seattle 2012a). Pertinent outcomes from these studies are discussed further in subsequent sections.

Nationwide, the emphasis on LID has been equally persistent and growing. Similar to the term LID and GSI, *green infrastructure* is the term used by US EPA to refer to the use of "vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a neighborhood or site, green infrastructure refers to stormwater management systems that mimic nature by soaking up and storing water" (US EPA 2015). (The definitions of LID, GSI, and green infrastructure are essentially the same, and used by various agencies and groups nationwide interchangeably.) The amount of literature, technical documentation, guidance manuals, design tools, monitoring information, and educational material focused on LID and green infrastructure is substantial. As such, it is beyond the scope of this document to catalog the full extent of LID resources that are available and the current state of the science for this rapidly evolving technology. Rather, the following sections summarize elements most pertinent to the

2016 Stormwater Code Update and 2021 Stormwater Code Update. Extensive additional information and resources on LID can be found at the US EPA's green infrastructure website: <water.epa.gov/infrastructure/greeninfrastructure> and Seattle's GSI website: <www.seattle.gov/util/EnvironmentConservation/Projects/GreenStormwaterInfrastructure/index. htm>. The Low Impact Development Technical Guidance Manual for Puget Sound (WSU and PSP 2012) is also one of the most current and comprehensive sources of additional detailed information and references related to LID in the Puget Sound region.

Applications of Green Stormwater Infrastructure

Green stormwater infrastructure can be an important component of stormwater management strategies, as they may be effective at reducing stormwater discharge volumes and rates of flow through infiltration, evapotranspiration, and capture and reuse. The following sections describe the common applications of GSI.

Creek systems. Proper implementation of GSI measures in creek systems has provided stream erosion protection and preservation, water quality treatment, and watershed habitat improvements (NRDC 2006, ASCE *In Press*). National data is supported locally. University of Washington monitoring of creek watershed projects showed significant reductions of stormwater volumes, rates, and pollutant loads due in part to the use of GSI (Horner and Chapman 2007). In case studies in the City of Seattle, the 110th Street Cascade and SEA Street projects recorded a runoff volume reduction of 50-98 percent and a peak flow reduction of at least 60 percent. The 110th Street Cascade was monitored for 235 precipitation events, and 79 percent of these events produced no discharge from the bioretention facility (Horner and Chapman, 2007). Monitoring of a typical block of bioretention with underdrain at the High Point redevelopment (till soils) within the Longfellow Creek watershed (December 29, 2006 through September 30, 2007) concluded that the test bioretention cell "treated all runoff from storm events with precipitation totals below the 6-month, 24-hour and 2 year, 24-hour design storms for water quality treatment and flow control, respectively" (Herrera 2009a). The City continues to collect and monitor GSI performance.

CSO reduction. The flow control benefits that are observed in creek systems are also critical in combined sewer systems – with an emphasis on providing volume reduction in wet weather flow conditions to reduce combined sewer overflows (CSOs). In some situations, GSI can be used instead of, or in conjunction with, grey infrastructure depending on the costs and level of control required within a CSO basin. By preventing the rainfall runoff that is generated from impervious sites from quickly entering the piped conveyance system, GSI has been shown to reduce the volume of flow that is conveyed to the treatment plants, thereby reducing both CSOs and general treatment loads during storm events (Dearmont et al. 1998, NRDC 2006, US EPA 2012, ASCE *In Press*).

Local monitoring (September 2012 through April 2013) of a CSO reduction project in the Ballard neighborhood showed significant stormwater runoff volume reduction and delay. Bioretention cells without an underdrain functioned as well as or better

than they were designed for by capturing and infiltrating events in excess of a 1-year recurrence interval (over 95 percent of the volume that would otherwise enter the combined system). Even a bioretention cell retrofitted with an underdrain also exceeded design expectations and was found to provide significant volume reduction (approximately 50 percent in 2012-2013, and up to 89 percent average annual volume loss in 2013-2014) during most storms with variability occurring depending on the season, storm patterns, and antecedent moisture conditions (Hutchinson and Atchison 2014).

National studies conducted in North Carolina and Maryland found that six different bioretention cells with underdrains each reduced runoff volume by 20-50 percent, in addition to delaying and reducing peak flows (Li et al. 2009). A modeling effort by the San Francisco Public Utilities Commission found that their 30-year plan for GSI implementation – including green roofs, street trees, bioretention, and permeable pavement – could reduce annual CSO amounts by 200-400 million gallons, equating to a 14-27 percent volume reduction in CSO events (US EPA 2014).

Pipe capacity/flooding. Benefits to other piped conveyance systems can also be realized through GSI implementation. Depending on the causes of piped capacity limitations for a particular system, GSI approaches may be used in conjunction with traditional grey infrastructure improvements and capacity management strategies to help reduce the rate of runoff delivered to piped conveyance systems. Locally, modeling of GSI within the Pipers Creek conveyance network found GSI facilities sized to achieve the City's peak flow control goal (reducing the 2- year event to pre-developed pasture conditions) reduced the 10-year peak stormwater runoff rate by 36 percent and the 50-year peak rate by 15 percent (Scheller 2014). Nationally, the Milwaukee Metropolitan Sewerage District reported in their 2020 Facilities Plan that GSI could reduce the 100-year storm peak runoff rates by 22 percent, and the peak for smaller storms could be reduced even further (Sands and Chapman 2011).

Some municipalities have also observed a reduction in flood risk with the implementation of GSI (CNT 2013, US EPA 2014). A study in the southeastern United States found that although GSI does not have a large impact on flooding during very large events (e.g., a 100-year event), smaller events such as the 5-year event can be noticeably mitigated through the use of GSI (Medina et al. 2011). The study also found that targeting a GSI capture volume of 1.2 inches of rainfall, the cost of damage from a 5-year event was reduced from $13 million to $8 million average annualized loses.

Types of On-Site Stormwater Management Practices

The following on-site stormwater management BMPs are included in various requirements of the 2016 Stormwater Code Update and 2021 Stormwater Code Update. Note that all of the below facilities are already included in the existing Stormwater Code and are required as part of the City's MS4 Permit obligations (Ecology 2019a).

As mentioned previously (and referenced in this report), there is ongoing research and resultant technical information dedicated to the design, performance, and monitoring of LID facilities in order to ensure that the best available science is

incorporated into local guidance and requirements. There have been dozens of ongoing LID monitoring and assessment projects in the Puget Sound region alone (notable results, where available, are discussed herein). Moreover, the PCHB decision referenced previously (PCHB 2008) clearly established LID as constituting AKART. Notably, soon after that decision, Ecology acted on the LID-based portions of the PCHB's decision by forming committees of LID experts from across the region to assist in developing LID portions of the next round of MS4 Permit requirements. Among other items, Ecology (with the assistance of these LID Committees) evaluated various site conditions and LID BMPs with the goal of establishing a system that derived the most benefit from a LID BMP. Focusing on the site and subdivision level, Ecology prepared a list of LID BMPs and sought input from the LID Committees on the question of which of the listed BMPs were AKART (O'Brien 2014). These discussions ultimately led to the on-site stormwater management requirements of the 2016 Stormwater Code and 2021 Stormwater Code Update.

As such, the intent of this section is not to document the absolute state of the science of on-site stormwater management BMP design and performance but to briefly highlight some of the region's history and science associated with those BMPs included in the 2016 Stormwater Code Update and 2021 Stormwater Code Update. For additional detailed information on any of the following BMPs, the Low Impact Development Technical Guidance Manual for Puget Sound (WSU and PSP 2012) is an excellent resource.

Last, in addition to flow control benefits, several of these BMPs also provide significant water quality treatment benefits. Therefore, information pertaining to both flow control and water quality treatment may be presented below, rather than repeating information about a given BMP in both the flow control and water quality treatment sections of this report.

Bioretention

The term *bioretention* is used to describe various designs using soil and plant complexes to manage stormwater runoff. The healthy soil structure and vegetation associated with bioretention facilities promote infiltration, storage, slow release, and treatment of stormwater runoff to more closely mimic natural conditions. In practice, bioretention facilities are also commonly referred to as "rain gardens." (In the 2016 Stormwater Code Update and 2021 Stormwater Code, the terms bioretention and rain gardens have distinct differences that carry associated design and regulatory requirements for new and redevelopment projects specifically.) Bioretention can provide flow control via detention, attenuation, and losses due to infiltration, interception, and evapotranspiration. Treatment can be provided through sedimentation, filtration, adsorption, and phytoremediation. Early hydrologic performance of a bioinfiltration system in Maryland is discussed by Davis et al. (1998). Early design information was provided by Prince George's County (1999 and 2002), with a multitude of agencies and groups (including Seattle) developing their own variations on bioretention design since that time.

In the late 1990s, the City constructed its first bioretention facility in a street right-of-way. The system consisted of a roadside swale filled with organically amended soil, in which a perforated drain was installed above the trench bottom so that some

water would be retained before the drain was engaged. Water could also be held in the amended soil. The underlying soil was mostly glacial till but there was some sand as well. Approximately 2.3 acres of road and residential development drained to the swale. During the period between January 2000 and January 2001, the system retained all of the dry-season runoff and 98 percent of the wet-season runoff, and was capable of fully attenuating approximately 0.75 inches of rainfall on the catchment area (Horner et al. 2002b). Since that time, dozens of rain gardens and bioretention facilities have been installed on City and private property. Of the on-site stormwater management BMPs presented in the 2016 Stormwater Code Update, bioretention facilities probably receive the most attention in the Puget Sound region with regards to design variations and performance monitoring. The City has performed monitoring on several of these installations, most notably on two facilities from the Ballard Roadside Raingardens project (Seattle 2014). Monitoring of both facilities included continuous flow monitoring for one year, and controlled flow tests in the fall and spring. Monitoring of the bioretention facility on 30th Avenue NW showed that it more than met the design goal of removing the contributing area runoff for up to approximately a 1-year storm event, and that it captured all of the runoff for up to the 15-year storm event. It was also determined that the infiltration rates of the native soil at the 30th Avenue NW facility were higher than assumed during the facility design. The second bioretention facility monitored as part of the study was installed as part of one of the retrofitted blocks along 28th Avenue NW. After the original installation, the facility did not drain as designed and had to be retrofitted with an underdrain to meet the drawdown requirements. Monitoring was performed to determine what change in performance occurred due to the installation of the underdrain. The monitoring results demonstrated that significant flow control and volume reduction benefits were still provided by this system, even though it had an underdrain. The facility reduced peak flow rates by an average of 80 to 90 percent of approximately a 1-year storm event, and delayed discharge to the combined sewer system for 54 percent of the inflow volume. The facility also infiltrated the remaining 46 percent of the inflow volume, more than was originally expected for the retrofitted facility. The City is also tracking or involved in several regional bioretention studies. For example, Kitsap County et al. (2014) has been leading efforts to evaluate the performance of various compositions of bioretention soil media. Among other results, the studies have found that some (but not all) soil mixes may be leaching dissolved copper (Kitsap County et al. 2014). The studies are ongoing and are investigating which soil mixes are best for use in Washington State. As part of a closely related effort, the City is working with the Washington State University (WSU) LID research facility to evaluate the water quality treatment performance of the City of Seattle bioretention soil media (BSM). The study (WSU 2014) consists of monitoring of four individual bioretention “mesocosms” (to provide replicate samples) built with the City of Seattle BSM. The study routed natural stormwater and synthetic stormwater (i.e., dosed influent) through the mesocosms and collecting samples of the effluent to evaluate water quality. The results were consistent with other studies around the region, showing higher percentages of pollutant removal with higher influent pollutant concentrations (typical of commercial, industrial areas), but evidence of export of some pollutants (e.g., TSS, dissolved

copper, and phosphorus) with lower influent pollutant concentrations (more typical of residential areas). The export of TSS and dissolved copper appeared to decrease over time, but phosphorus release remained mostly steady during the course of the study. McIntyre et al. (In Press) also found bioretention facilities to be very effective at treating polluted runoff from roadway areas, with significant reductions in roadway runoff toxicity when the runoff is filtered through a bioretention facility.

The City of Seattle initiated an investigation (Herrera, 2016) into the use of polishing layers with compost-based bioretention media to examine its use under Seattle's compost-based media as a means to filter and capture N, P and Cu. The City of Seattle has adopted a bioretention mix (70 percent sand and 30 percent compost) in their stormwater guidelines so this was the bioretention mix used in this study. Several combinations of volcanic sand, coarse and fine activated alumina, iron aggregate and high-carbon wood ash were tested. Ninety% volcanic sand, 5% iron aggregate and 5% fine activated aluminum performed the best with respect to TP, ortho-P, dissolved copper removal as well as performing very well for dissolved Zn capture and TSS capture. It showed a hydraulic conductivity of 12.94 inches per hour. This combination was recommended for use as a polishing layer.

The City of Seattle also initiated an evaluation of presettling facilities prior to bioretention (Herrera, 2023) in response to questions that emerged about best practices. Sediment in bioretention reduces the BMPs capacity to mitigate stormwater and can be difficult to remove. Better guidance as to when, where and how presettling should be used prior to bioretention was explored. The evaluation consisted of review of existing guidance, review of built GSI project, development of stormwater TSS loading and sediment capture design bases, and review of available presettling BMPs. A target particle size of 80 microns was selected for sizing and evaluating presettling practices including normalizing the sizing of proprietary manufactured treatment devices that are on the TAPE Pretreatment GULD list. The recommendations for where presettling is required and the recommended BMP are shown in the following table.

Table 7. Proposed Presettling Requirements for Bioretention Facilities on Capital Improvement Projects.

Contributing Basin Size and Slope	Presettling Requirement for Bioretention Facilities
Total Basin Size[a] <1.5 acre **OR** Total Basin Size[a] 1.5–3 acres ***and*** <50% EIA **OR** Total Basin Size[a] 3–6 acres ***and*** <50% EIA ***and*** average basin slope[b] <5 percent	No presettling required.
Total Basin Size[a] 1.5–3 acres ***and*** >50% EIA **OR** Total Basin Size[a] 3–6 acres ***and*** average basin slope[b] >5 percent (***and either*** <=50% EIA or >50% EIA)	Extended Sump required.
Total Basin Size[a] >6 acres	MTD, Extended Sump, or "fat pipe" required.

[a] Total basin size: the total area (pervious and impervious) contributing runoff to a single cell or series of connected cells from both piped inflow and sheet flow from adjacent surfaces. The size of the basin producing the runoff is considered irrespective of any flow splitters that may be in use.

[b] Basin slope: overall slope estimated across an entire city block.

Permeable pavement

Permeable pavement is a paving system which allows rainfall to percolate into an underlying aggregate storage reservoir, where stormwater is stored and infiltrated to the underlying subgrade or removed by a supplemental outlet/overflow system. The primary factors controlling the use of permeable pavement as an infiltration system are the long-term hydraulic capacity of the paving material, and the infiltration capacity of the underlying soil. Permeable pavement has been used for stormwater management worldwide for decades, though the technology has only gradually taken hold regionally. Booth and Leavitt (1999) documented the pollution removal capability and hydraulic performance of four types of permeable pavement in comparison to standard asphalt pavement at a municipal building parking lot in Renton, Washington. The test site was constructed in 1996 and data were gathered in the year following. The native soil at the site was deep and very permeable sand, such that overall infiltration capacity of the pavement/soil system was limited by the pavement. Booth and Leavitt observed no surface runoff from the permeable pavement. Brattebo and Booth (2003) reevaluated the hydraulic performance at the same pavement system during fifteen storms in the winter of 2001-2002. Virtually all water infiltrated for every observed storm; the most significant surface runoff event occurred during a 4.75- inch/72-hour storm, in which only 0.16 inches of surface runoff was generated from one type of pavement.

In the years since these early installations, permeable pavement (like bioretention) has become the focus of many additional design and performance studies. While the state of the science continues to evolve, some of the most significant findings can be found in the Low Impact Development Technical Guidance Manual for Puget Sound (WSU and PSP 2012).

Acceptable run-on ratios from several other juridictions' stormwater guidance manuals were reviewed, including from the City of San Francisco, CA; City of San Antonio, TX; City of Vancouver, BC; City of Portland, OR; City of Gresham, OR; City of Omaha, NE, City of Denver, CO and City of Tacoma, WA as well as *Permeable Pavement* (ASCE 2015).

Rainwater Harvesting

Rainwater harvesting is the capture and storage of rainwater for subsequent use. Runoff from non-pollution generating surfaces may be routed to cisterns for storage and beneficial non-potable uses, such as irrigation, toilet flushing, and cold water laundry. Like other flow control BMPs, rainwater harvesting can be used to achieve reductions in peak flows, flow durations, and runoff volumes, and can be a particularly effective practice for projects where infiltration is not permitted or desired. The flow control performance of rainwater harvesting is a function of contributing area, storage volume, and rainwater use rate. While the City accepts rainwater harvesting systems with indoor water use for compliance with the flow control standards of the 2021 Stormwater Code, the indoor use of harvested water is regulated by WAC 51-56-1628.4.

Rainwater harvesting has been around for centuries, and (unlike bioretention and permeable pavement for example) is not subject to as frequent or numerous research studies. Depending on whether the design is for potable or non-potable uses, additional information can be obtained from various engineering or Department of Health documentation. For information most pertinent to the Puget Sound region, consult the Low Impact Development Technical Guidance Manual for Puget Sound (WSU and PSP 2012).

A technical memorandum (Herrera 2020) was prepared to evaluate allowing Rainwater Harvesting for Single-Family Residential and Parcel-based projects under Category 2 and 4 of the On-site list. Rainwater Harvesting is allowed under Category 2 if it is sized to meet the On- site performance criteria, similar to other Category 2 BMPs. The memorandum discusses the performance criteria that were evaluated for it to be used as a Category 4 BMP before settling on the criteria that Rainwater Harvesting must reduce the rooftop runoff volume by 25 perfect on an average annual basis and that the volume reduction must exceed that for a Vegetated Roof.

Vegetated Roofs

Vegetated roofs are areas of living vegetation installed on top of buildings, or other above grade impervious surfaces. Vegetated roofs are also known as ecoroofs, green roofs, and roof gardens. Used in Europe for decades, vegetated roofs have received significant attention in the US in the past decade or so as the focus on LID approaches (and green building in general) has increased.

As such, similar to bioretention and permeable pavement, extensive research has been dedicated to the design and performance of vegetated roof systems regionally, and nationwide, particularly over the past decade. For example, in one of the preliminary studies in Philadelphia, runoff monitoring was conducted for a nine-month period at a pilot-scale vegetated roof with a thickness of less than three

inches (US EPA 2000). In this period there were 44 inches of rain and less than 16 inches of runoff. Similarly, in Portland, Oregon, monitoring of four storms (two in March 2001, and two in August 2001) at a full-scale commercial building vegetated roof showed between a three-fold and nine-fold reduction in per-storm runoff volume (Portland 2001). More recently, the City of Seattle has performed in-depth vegetated roof monitoring through a dedicated Green Roof Performance Study (Seattle 2012a). The study evaluated a range of vegetated roofing designs over five different site locations. Results indicated a reduction peak flow rates (relative to conventional roofs) ranging from 53 percent to 15 percent. The percentage reductions in rainfall volume ranged from near zero during the wetter seasons, but as high as 70 percent or greater during the dryer seasons.

Trees

Trees provide stormwater flow control via interception, transpiration, and increased infiltration. Additional environmental benefits include improved air quality, reduced heat island effect, pollutant removal, and habitat preservation or formation, although benefits can vary with seasonality (Xiao et al. 1998). Trees are a landscape amenity with flow control benefits that can be applied in most settings. The 2016 Stormwater Code Update and 2021 Stormwater Code Update includes flow control credits for retaining or planting trees on a development site, with higher credit applied when trees are proximate to impervious surfaces. The degree of flow control provided by a tree depends on the tree type (i.e., evergreen or deciduous), canopy area, and proximity to impervious surfaces. A report summarizing the results of a literature review on the effects of trees on stormwater runoff and recommendations regarding flow control credits is provided in Herrera (2008).

Ecology studied the stormwater mitigation potential of individual local trees in Western Washington. Phase II of this study focused on the stormwater mitigation value of young and isolated conifer and deciduous trees in streetside and parking lot locations when compared to mature native trees, which were evaluated in Phase I. The study found that street trees reduced runoff by 42 – 66% during the study period (2023 – 2024), and that conifers had greater rates of transpiration during winter months than deciduous trees. When comparing data collected during Phase I and Phase II, larger trees were found to have greater transpiration and interception rates. Therefore, larger trees and retained trees are more valuable to stormwater uptake than planting a new tree. (Ecology 2025).

Dispersion

Downspout dispersion BMPs are splash blocks or gravel-filled trenches that serve to spread roof runoff over vegetated pervious areas. Dispersion attenuates peak flows by slowing entry of the runoff into the conveyance system, allows for some infiltration, and provides some water quality benefits. Although downspout dispersion in general has been used in Seattle for decades, to meet the specific design requirements of the MS4 Permit, downspout dispersion BMPs generally require large areas of vegetated ground cover and may not be feasible in most urban settings. Likewise, little performance monitoring data have been generated specific to downspout dispersion BMP performance, particularly in urban settings.

Nonetheless, downspout dispersion is included as one of Ecology's required on-site stormwater management BMPs, so it is included in this discussion.

Infiltration

Infiltration, where appropriate, is the City's preferred method for stormwater management because it most directly attempts to restore the pre-development flow regime. Many on-site stormwater management BMPs discussed previously use infiltration as a primary or secondary mode of stormwater control. In addition, several types of non-vegetated systems are designed primarily for stormwater infiltration including infiltration trenches, vaults, basins, or drain fields. Given the significant role of infiltration processes in LID, on-site stormwater management, and stormwater flow control in general, this subsection presents a brief overview of infiltration considerations.

Massman (2003) performed full-scale "flood tests" conducted at four infiltration facilities in western Washington. Lateral flow along the sides of the ponds could be significant. Saturated hydraulic conductivity values estimated from measuring air conductivity and from regression equations derived from grain size parameters were compared to full-scale infiltration rates for 15 sites in western Washington. The estimated values for saturated hydraulic conductivity were up to two orders-of-magnitude larger than the full-scale infiltration rates for some sites and were two orders-of-magnitude smaller at others. These results show that long-term infiltration rates cannot be reliably estimated on the basis of soil properties alone; information related to the hydraulic gradient is also important.

Aside from the reduced area available for infiltration due to the construction of impervious surfaces, development typically results in the compaction or removal of the upper soil layers, which reduces the overall infiltration capacity of the remaining soil (Booth et al. 2002, Chollak and Rosenfeld 1997, Kosti et al. 1995). This effect also significantly reduces the ability of the soil to remove dissolved metals (Minton 2005). Other factors that may limit the long-term performance of these systems are clogging due to sediment input, or biological fouling, as described by Warner et al. (1994).

Given the significant role of infiltration in stormwater management, and the relative complexity of soil and general geologic conditions in Washington, Ecology has dedicated extensive time and energy to understanding and safeguarding infiltration facility designs. The 2014 SWMMWW (Ecology 2014b) includes extensive detail on the requirements for evaluating project area soil conditions and infiltration potential prior to designing and installing infiltration facilities. Seattle has generally followed these requirements, with modification as needed to accommodate local conditions and challenges. Due to the geologic and topographic conditions in Seattle, not all sites are suitable for stormwater infiltration. The City may limit the use of infiltration practices in some areas due to topography and potential landslide hazards. In addition, many locations in Seattle have soils that are underlain by hydraulically-restrictive materials. These relatively impervious layers may limit or preclude infiltration causing perched groundwater conditions during the wet season. A memorandum *Recommendations for Infiltration Acceptance Testing During*

Construction for Select Infiltration BMPs (Gibson and Martin 2018) provided information that informed the development of the infiltration acceptance testing guidelines. Studies related to modeling for hydraulic conductivity near saturation were reviewed (van Genuchten 1980, Schaap and van Genuchten 2005).

Soil Amendment

Naturally occurring (i.e., undisturbed) soil and vegetation provide important stormwater management functions, including: water infiltration; nutrient, sediment, and pollutant adsorption; sediment and pollutant biofiltration; water interflow storage and transmission; and pollutant decomposition. These soils can also provide indirect benefit by providing a suitable growing medium for healthy plants and microbes, which themselves also provide important stormwater benefits. All of these functions are largely lost when development removes native soil and vegetation and replaces it with imported soil and sod with minimal depth. Not only are important stormwater management functions lost, but such altered landscapes themselves can easily become pollution-generating pervious surfaces. Pollutants can include pesticides, fertilizers, and other landscaping and household/industrial chemicals; pet wastes; and roadside litter.

Studies by Chollak and Rosenfeld (1997) developed guidelines for amending soils with compost in landscaping practices. Kosti et al. (1995) measured surface runoff and subsurface runoff from seven test plots of glacial till soil containing differing amounts of compost. During storm events from December 1994 to June 1995, two plots containing compost generated only 53 percent and 70 percent of the total runoff volume generated by a control plot with no compost. In addition to flow control benefits, amended soils in urban lawns can also have the benefits of reduced fertilizer requirements and reduced dry-season irrigation requirements (US EPA 1997). The MS4 Permit includes requirements for using soil amendment for disturbed areas, and the 2014 SWMMWW and a supplemental document produced by Soils for Salmon (Guidelines and Resources for Implementing Soil Quality and Depth BMP T5.13 in WDOE Stormwater Management Manual for Western Washington, Soils for Salmon 2012) include the latest guidelines for soil amendment in western Washington.

Sidewalk/Trail Compost-Amended Strips

Sidewalk/Trail Compost-Amended Strip is a new BMP focused on managing sheet flow from sidewalk and trail surfaces (Seattle Public Utilities 2020).

Water Quality Treatment

Urban stormwater runoff collects and conveys pollutants to receiving waters. Between 1978 and 1983, the Nationwide Urban Runoff Program gathered runoff pollution data from 2,300 storms from 28 project sites across the nation (US EPA 1983). The results from this large-scale study helped to initially quantify the nature and extent of stormwater pollution and influenced subsequent regulations requiring treatment of stormwater runoff from sites with pollution generating surfaces. Ongoing monitoring, analysis, and assessments have provided additional information

regarding the nature of pollutants in stormwater. Chandler (1995, 1999) conducted an analysis of urban stormwater runoff event mean concentrations from 70 sites collected by eleven municipalities located in inland urban areas of western Washington and Oregon. Maestre and Pitt (2005) developed a database containing approximately 3,765 events from 360 sites in 65 communities throughout the US. Clark et al. (2007) provide a comprehensive literature review of urban wet weather flow literature for the eleven years from 1996 through 2006 that includes stormwater discharge water quality characterization.

Recent assessments of toxic contaminants in Washington State determined that the bulk of toxic chemicals that enter Puget Sound marine waters have done so through runoff from land surfaces (Ecology 2007b, Ecology 2011a, Ecology 2014c, Ecology 2015). Of particular note, during 2010, Ecology conducted a study to identify the primary sources of toxic chemicals in the Puget Sound basin and estimate annual releases of those chemicals (Ecology 2011a). Fourteen chemicals and chemical groups of concern were addressed, and the quantities of chemicals released annually from numerous sources were estimated. The study identified petroleum and zinc as two of the most significant chemicals of concern, with both chemicals released at a rate greater than 1,000 metric tons (t) per year. Lead, polycyclic aromatic hydrocarbons (PAHs), copper, and triclopyr were identified as additional chemicals of concern, released at rates greater than 100 t/year (ibid). Similarly, as part of the previous MS4 Permit requirements, stormwater and storm sediment discharge data were collected by Phase I MS4 permittees between 2007 and 2013 (Ecology 2015). The permittees collected storm-event data under a prescribed monitoring program that represented multiple land uses, storm characteristics, and seasons. Working from the combined analysis of 44,800 data records representing 597 storm events, up to 85 parameters were analyzed in the stormwater samples. Results indicated that metals, hydrocarbons, phthalates, total nitrogen and phosphorus, pentachlorophenol, and PCBs were detected more frequently and at higher concentrations from commercial and industrial areas than from residential areas. Residential areas exported stormwater with the highest dissolved nutrient concentrations (Ecology 2015).

Ecology also recently determined that artificial turf fields are to be considered a pollution generating pervious surface in western Washington (Ecology 2014a). Ecology indicated that their decision to list artificial turf fields as pollution generating was based primarily on two studies identified by King County (personal communication Rachel McCrea, July 2013). Those studies (Connecticut DEP 2010, Moretto 2007) suggest that dissolved metals and organics could

leach from the underflow from these types of artificial turf fields. However, further review of those studies and supplemental analyses of turf fields (Herrera 2010) raises questions about the pollutant generating potential of those surfaces. An additional study (Herrera 2019) found that drainage from crumb rubber infill playfields yields high water quality that does not need treatment prior to discharging into a surface water body, regardless of whether it is a new crumb rubber field or an old crumb rubber field. However, the study did not evaluate the recently discovered toxicant found in tires, 6PPD-quinone (Tian et al 2020). Additionally, as part of the study (Herrera 2019), it was determined that poor water quality of drainage from the tested cork infill playfield was likely due to contamination. Additional testing of drainage exclusively from a cork playfield with new base materials would be needed to accurately characterize pollutant concentrations and determine treatment requirements.

King County also conducted laboratory testing on TPE Pro-Max 37 (TPE) and crumb rubber (two types of synthetic turf infill) in 2017-2019. The study concluded that metals treatment was not necessary for synthetic turf fields using new or used TPE infill, but zinc and copper levels from new and used crumb rubber could harm aquatic life. This study also did not evaluate 6PPD-quinone.

The Toxic Use Reduction Institute (TURI) published a fact sheet in 2020 documenting the pollutants of concern from artificial turf and suggested organically managed natural grass as a safer alternative. TURI reports that using organically managed natural grass may reduce environmental concerns but also may reduce life-cycle costs.

Additional information on BMPs designed to reduce water quality pollution from permanent and temporary (construction) sites is discussed below.

Types of Stormwater Quality Treatment Best Management Practices

Pollutants in stormwater can be reduced through source control activities, regulations prohibiting certain types of discharges, programmatic actions aimed at eliminating illegal dumping and illicit connections, and permanent water quality treatment BMPs designed to remove pollutants contained in stormwater runoff (Ecology 2014b, Ecology 2006, Ecology 2014a). This section focuses on permanent (constructed) water quality treatment BMPs, with a brief discussion at the end of this section on developments in pollutant source control related to street sweeping activities.

Common pollutants of concern targeted by water quality treatment BMPs include sand, silt, and other suspended solids; metals such as copper, lead, and zinc; nutrients (e.g., nitrogen and phosphorous); certain bacteria and viruses; and organics such as petroleum hydrocarbons and pesticides. Methods of pollutant removal include sedimentation/settling, filtration, plant uptake, ion exchange, adsorption, and bacterial decomposition. Floatable pollutants such as oil, debris, and scum can be removed with separator structures. Minton (2002, 2005) provides a thorough discussion of treatment mechanisms and their application in stormwater treatment. The American Society of Civil Engineers (ASCE) and the United States

Environmental Protection Agency jointly prepared (and continue to manage) an extensive “International Stormwater BMP Database” of stormwater treatment system performance data (ASCE/US EPA 1996). The International Stormwater BMP Database is a primary resource for further information on the water quality treatment BMPs discussed below (<www.bmpdatabase.org>).

Infiltration and Bioinfiltration

Infiltration not only provides the flow control benefits discussed previously, but also can be a very effective pollutant removal mechanism. Infiltration and bio-infiltration systems remove pollutants primarily via physical filtration as stormwater passes through the underlying soil, but also via chemical adsorption and precipitation reactions. Biological uptake by plants may also occur in bioinfiltration. In addition, some pollutants such as nutrients may also be utilized by microbes present in the soil. A wide range of vegetated and non-vegetated BMPs utilize infiltration as a portion of their treatment designs. Following is a brief summary of a subset of the extensive infiltration performance studies available. The International Stormwater BMP Database contains extensive additional information for individual BMP types (ASCE/US EPA 1996).

A study of several stormwater infiltration system designs in Pierce County, Washington, showed that infiltration of stormwater through a biofiltration swale underlain by six inches of imported topsoil reduced total copper concentrations by 47 percent, total lead concentrations by 79 percent, and total zinc concentration by 50 percent (Tacoma-Pierce County Health Department/Pierce County Public Works Department 1995). Nineteen storm events were monitored over four years in the study. In contrast to these results, the study also found elevated concentrations of these metals in groundwater under infiltration systems that discharged directly to the gravelly native soils without any other treatment. These results together demonstrate the importance of properly absorptive soil or treatment medium, but also the efficacy of a relatively shallow layer of such soil in removing metals. Hathhorn and Yonge (1996) investigated the potential for groundwater pollution from stormwater infiltration systems using bench-scale systems containing soils found in Washington State and organic soil amendments. They found that copper and zinc tended to be removed by association with organic material, while adsorption onto soil minerals due to cation exchange was the dominant removal mechanism for cadmium and lead. Extensive reviews of the potential for and confirmation of groundwater contamination are provided in Minton (2002) and Pitt (1996).

As referenced previously regarding permeable pavement flow control performance, Booth and Leavitt (1999) also documented the pollution removal capability of infiltration below four types of commercially available permeable pavement systems in comparison to standard asphalt pavement at a municipal building parking lot in Renton, Washington. Total copper and total zinc concentrations in the sampled infiltrate were significantly lower than corresponding concentrations in runoff from the asphalt. Motor oil was detected in 89 percent of the samples from the asphalt runoff, but not in any water sample infiltrated through the permeable pavement. Brattebo and Booth (2003) reevaluated pollution removal at the same pavement

system during nine storms in the winter of 2001-2002. Again, infiltration had a dramatic effect on water quality. Toxic concentrations of copper and zinc were present in 97 percent of the asphalt runoff samples, and in 14 percent of the infiltrate samples. A comparison of the data from the two studies showed that zinc concentrations increased with statistical significance in the later study for both permeable pavement and asphalt, whereas copper concentrations in infiltrate from two kinds of permeable pavement were significantly decreased in the later study (Brattebo and Booth 2003). While Ecology does not currently give water quality treatment credit for stormwater passing through a standard permeable pavement design (i.e., additional treatment design elements must be incorporated into the subgrade material), this and other research has shown that permeable pavement has considerable pollutant removal capabilities for common roadway pollutants such as metals and petroleum (Dierkes et al. 2001, Pratt et al. 1999, Clauson and Gilbert 2003).

Though infiltration can be a very reliable water quality treatment approach, the design and construction must also be carefully scrutinized to ensure appropriate water quality treatment is achieved and maintained. Studies of conventional infiltration trenches in Maryland indicate that up to half of newly constructed (5-years old or less) facilities failed to operate as designed do to clogging or inflow problems (Galli 1992). The study found that lifespan can be increased by proper design of pretreatment systems, use of a sand layer rather than filter fabric at the bottom of the trench, and rototilling the trench bottom to preserve infiltration rates. Other studies in the mid-Atlantic region indicate that infiltration basins also have high failure rates within five years of construction due to clogging (Maryland Department of Environment 1991, Maryland Department of Environment 1986). Facility performance can be increased by constructing facilities with adequate pretreatment, shallow water depths, bypass systems for large storms, careful geotechnical investigations, sand surfacing for the trench bottom, and installation of underdrains (Schueler 1994).

As was noted previously, of the on-site stormwater management BMPs presented in the 2016 Stormwater Code Update, bioretention facilities probably receive the most attention with regards to design variations and performance monitoring. Bioretention BMPs have been demonstrated to provide considerable reduction in stormwater pollutants through infiltration and bioinfiltration, though there have been concerns with the impacts of various imported bioretention soil mixes and the effect they have on pollutant removal and or release from these BMPs, particularly dissolved metals (Ecology 2013b, Kitsap County et al. 2014, WSU 2014). Several recent and ongoing studies have been designed to evaluate and optimize the pollutant removal effectiveness of bioretention facilities, and the City is actively involved in those studies and/or tracking the outcomes as they become available.

Sand Filtration

Sand filtration is a water treatment technology that has been applied to stormwater for decades. A typical sand filtration facility consists of a pretreatment system, flow spreaders, a sand bed, and underdrain piping (Ecology 2014b). A sand filter vault is

similar to an open sand filter except that the sand layer and underdrains are installed below-grade in a vault that consists of presettling and sand filtration cells. A linear sand filter is a long, shallow, two-celled and rectangular vault, with the first cell designed for settling coarse particles and the second cell containing the sand bed (Ecology 2014b). Useful references regarding sand filtration include: Austin (1990), Horner and Horner (1995), Bell et al. (1995), California Department of Transportation (2004), and Minton (2005). These studies show that sand filters can be designed to remove total suspended solids (TSS), metals, biochemical oxygen demand (BOD), petroleum, total nitrogen, and phosphorous.

Minton (2002) cites various studies showing the pollution removal effectiveness of sand coated with iron oxide and sand mixed with iron wool or calcitic lime. Wanielista and Cassagnol (1981) demonstrated that various amended sand media reduced BOD and TSS concentrations in detention pond effluent, and that some nitrogen removal took place in the filters as well. Stormwater filtration using peat mixed with sand is effective at removing metals (Clark et al. 1998). Severe clogging in a sapric peat/sand filter in Minnesota demonstrated the importance of using hemic or fibric peat (Tomasek et al. 1987). These hydraulic problems can be avoided by using commercially available peat pellets.

Basic sand filters are expected to achieve average pollutant removals of 80 percent TSS at influent Event Mean Concentrations of 300 mg/L (King County 1998, Chang 2000). Basic sand filters are also expected to reduce oil and grease to below 10 mg/L daily average and 15 mg/L at any time, with no ongoing or recurring visible sheen in the discharge (Ecology 2014b). Large sand filters are expected to remove at least 50 percent of the total phosphorous compounds (as total phosphorus) by collecting and treating 95 percent of the runoff volume (ASCE and WEF 1998). Pretreatment is necessary to reduce velocities to the sand filter and remove debris, floatables, large particulate matter, and oils. An underground filter should be considered in areas subject to freezing conditions (Urbonas 1999).

Wetpool Facilities – Wet ponds, Wet vaults, Combined Detention and Wetpool Facilities

Water quality facilities built as wetpool facilities – facilities that contain a permanent pool of water – include wet ponds, wet vaults, and combined detention and wetpool facilities. The primary design factor that determines a wetpool's treatment efficiency is the volume of the wetpool. The larger the wetpool volume, the greater the potential for pollutant removal (Ecology 2014b). These facilities provide runoff treatment by allowing settling of particulates during quiescent conditions (sedimentation) and, for above-ground facilities, by biological uptake and vegetative filtration. A wet pond is a constructed stormwater pond that retains a permanent pool of water at least during the wet season. A wet vault is an underground structure similar in appearance to a detention vault, except that a wet vault has a permanent pool of water that dissipates energy and improves the settling of particulate pollutants. A combined detention and wetpool facility has the appearance and design features of a detention facility, but contains a permanent pool of water to also perform water quality treatment functions. Because the wet vault is underground, it

lacks any biological pollutant removal mechanisms, such as algae uptake, that would be present in surface wet ponds.

Studies of pollution removal in wetpool facilities in the Puget Sound region include King County (1995), Comings (1998), and Kulzer (1989). Other useful studies include Driscoll (1986), Gain (1996), Kantrowitz and Woodham (1995), Lawrence et al. (1996), Stanley (1996), Walker (1987), Whipple (1979), and Wu et al. (1996). These studies show that wetpool facilities can remove total suspended solids, total nitrogen, metals, and phosphorous. However, some of the studies showed a net release of some of these pollutants. Wetpools can also remove dissolved pollutants, although their long-term performance in this respect is problematic particularly with respect to dissolved phosphorus (Minton 2004, 2005). Minton (2002) discusses the difficulties in designing appropriate sampling strategies to comparing data from different treatment system evaluation studies. Wetpool facilities can pose a particular problem since they often have a storage volume greater than the influent volume from many storms, so samples of influent and effluent from a single storm do not represent batch treatment of a single test volume of water. A detailed discussion of performance and design elements on wetpool facilities is provided by Minton (2005).

A Florida study of the migration of soluble metals through sediments accumulated in the bottom of highway-runoff wet ponds showed that most of the metals are retained in the top 15-25 centimeters, and that removal of accumulated bottom sediments approximately every 25 years would be sufficient to minimize the potential of groundwater contamination (Yousef and Yu 1992). However, this study did not indicate the native soil type or sediment size distribution, which would affect the results. Most modern wet ponds are designed with an impermeable base layer to prevent any infiltration of stormwater through the bottom sediments.

Stormwater Treatment Wetlands

Water quality treatment in wetlands is achieved through sedimentation, filtration, soil adsorption, chemical precipitation, biological uptake by plants, and microbial transformation of nutrients. Wetland hydroperiod is the primary driver of these processes because hydrology is the most important factor for sustaining wetland processes and plant communities (Mitsch and Gosselink 1986). Hydroperiod of a wetland includes the water depth, flow, and duration and frequency of flooding. The hydroperiod affects species composition and richness, primary productivity, organic accumulation, and nutrient cycling.Wetlands constructed for water quality treatment generally provide high quality treatment similar to the effectiveness of bioretention and infiltration, however with a lower risks of impact to groundwater quality. Although stormwater treatment wetlands typically require large amounts of surface area and are not common in urban areas. Constructed stormwater treatment wetland designs that incorporate long residence times and low velocities are typically the most effective at treating stormwater. Kadlec and Knight (1996) give the following expected pollutant removal performance (listed with constituent concentration) for parking lot runoff treated by constructed stormwater treatment wetlands:

- TSS: 88 – 98 percent (2-10 mg/L)
- Fecal coliform: 60-90 percent (20-500 colonies/100 mL)

- Total zinc: 25 to 95 percent
- Total phosphorus: 89-95 percent (0.02-0.05 mg/L).

The processes that occur in wetlands make them particularly capable of significant metals removal (Kadlec and Knight 1996). These metals removal processes include:

- Binding to soils, sediment, particulates, and soluble organics
- Precipitation as insoluble salts, principally sulfides and oxyhydroxides
- Uptake by plants, including algae and bacteria.

Wetland studies indicate that stormwater treatment wetlands are effective at removing between 21 percent and 95 percent of copper (by mass), with a median of 73 percent for all studies (Feijtel et al. 1989, Hendry et al. 1979, Schiffer 1989, Harper et al. 1986, Sinicrope et al. 1992, Noller et al. 1994, Gladden et al. 2002, Walker and Hurl 2002). Similarly, these studies also show wetlands can be very effective at removal of zinc, with documented removal rates of 33 percent to 96 percent (by mass), with a median of 79 percent for all studies.

Hydrocarbons in wetlands are removed through volatilization, photochemical oxidation, sedimentation, sorption, and biological (microbial) degradation (Kadlec and Knight 1996). Most studies on hydrocarbon removal focused on biological and chemical oxygen demand for municipal waste, but studies do indicate that wetlands are also effective for hydrocarbon removal (Litchfield and Schatz 1989, Litchfield 1993, Tang and Lu 1993, Knight et al. 1994, Fountalakis et al. 2009, Terzakis et al. 2008). Nonetheless, specific values are not presented in this report because of limited applicability to stormwater runoff.

Media Filtration

Media filtration systems typically consist of a vault or catch basin housing a material through which stormwater passed. The performance of a media filtration facility depends on many factors, including the type of media (e.g., diatomaceous earth, leaf compost, perlite, sand, Zeolite, etc.) and the physical properties of the granular media, including size, size distribution, sphericity, porosity, density, and hardness (Minton 2005). Leif (1999) and CSF Treatment Systems (1994) demonstrated that filtration using mature processed leaf compost effectively removed TSS and total metals. Phosphorous concentrations were higher in the effluent than in the influent in the tests by Leif (1999), probably due to degradation of vegetative material washed onto the filter and bird manure deposited on the filter bed. Since compost serves as a cation exchange medium, one would expect metals removal by adsorption, but not removal of phosphorous or nitrate, which are anions. Minton (2002) cited various studies showing the effectiveness of zeolite minerals as a filtration medium to remove metals by cation exchange and phosphorous by anion exchange in cases where the zeolites were amended to improve anion exchange capability. Minton (*ibid*.) also cited the studies on the use of activated alumina, cationic and anionic polymers, synthetic resins, and other media.

There are several proprietary cartridge-based media filters that have been approved for various levels of treatment in Washington by Ecology (see also the Proprietary

and Emerging Technologies section below). These systems typically utilize a proprietary media to achieve targeted water quality treatment results. The list of available and approved technologies changes regularly, so designers are encouraged to visit Ecology's emerging technologies website for current information: <www.ecy.wa.gov/programs/wq/stormwater/newtech/technologies.html>.

Ecology's SWMMWW (2014b) also provides guidance for design and construction of media filter drains (previously known as ecology embankments). The media filter drain consists of a roadside embankment constructed with a wedge of media (aggregate, perlite, dolomite, and gypsum) that dispersed runoff must pass through before entering an underdrain system. Studies conducted by the Washington State Department of Transportation (WSDOT) indicated that media filter drains can remove greater than 80 percent of influent TSS, greater than 50 percent of total phosphorus, and approximately 50 percent of dissolved copper and zinc (Herrera 2006, Herrera 2009b).

Biofiltration Swales

Basic biofiltration swales typically have a trapezoidal or parabolic shaped cross-section and are commonly designed to be an in-line treatment facility. These facilities are designed to remove low concentrations of pollutants such as TSS, heavy metals, nutrients, and petroleum hydrocarbons (Ecology 2014b). A wet biofiltration swale is a variation of a basic biofiltration swale and used where the longitudinal slope is slight, water tables are high, or continuous low base flow is likely to result in saturated soil conditions. Vegetation specifically adapted to saturated soil conditions is needed, which in turn requires modification of several of the design parameters for the basic biofiltration swale (Ecology 2014b). A continuous inflow biofiltration swale is used in situations where water enters a biofiltration swale continuously along the side slope rather than discretely at the head. This type of facility requires an increased swale length to achieve an equivalent average residence time (*ibid.*).

The performance of biofiltration swales is highly variable (Ecology 2014b, Minton 2005). Local biofiltration studies include Goldberg et al. (1993), King County (1995), and Horner (1988).
These studies generally showed that TSS and total metals are removed in biofiltration swales, with phosphorous removal possible to a more variable degree. Field inspection of thirty-nine biofiltration swales in King County found only nine to be in "good" condition; that is, having relatively complete and uniform vegetation cover (King County 1995). While unvegetated systems that contain standing water may remove pollutants through settling under low flow conditions, sediment would likely be resuspended in these systems during higher flows (*ibid.*). Flow-through grass swales function as treatment devices if vegetation remains sufficiently erect to reduce the shear stresses in the channel, thereby reducing its capacity to carry sediment (Carollo et al. 2002).

Non-Infiltrating Bioretention

Typical minimum non-infiltration bioretention planter box widths were reviewed from

other jurisdictions in the Pacific Northwest (Clean Water Services 2016, Gresham 2007).

Filter Strips

Filter strips are vegetated treatment systems (typically grass) which are designed to remove low concentrations and quantities of total suspended solids (TSS), heavy metals, petroleum hydrocarbons, and/or nutrients from stormwater by means of sedimentation, filtration, soil sorption, and/or plant uptake. They are typically configured as linear strips that receive dispersed sheet flow from roads or other surfaces. Contaminated stormwater is distributed as sheet flow across the inlet width (Ecology 2014b).

Newberry and Yonge (1996) found that a vegetated strip removed significant amounts of TSS and metals from simulated stormwater. WSDOT developed a compost amended vegetated filter strip (CAVFS) and found that the system infiltrated more water than a standard roadside embankment. However, the effluent concentrations were not lower in the CAVFS system compared with the unimproved control (Herrera 2009c). In a separate study, WSDOT monitored the performance of unimproved filter strips along Interstate 5 (Herrera 2009d). They found that even 42-year old embankments that were not designed for stormwater treatment removed 94, 83, and 71 percent of influent TSS, total zinc, and total copper, respectively.

Oil Control Facilities

Oil control facilities are designed to remove oil and other water-insoluble hydrocarbons and settleable solids from stormwater runoff. These facilities typically consist of three bays: forebay; separator section; and the after bay. The American Petroleum Institute (API) separator, also called a baffle type separator, contains two baffles. The sludge retaining baffle rises from the floor of the oil/water separator chamber and settled solids are trapped behind this baffle. The oil retaining baffle descends from the top of the chamber and extends at least 50 percent below the depth of the oil/water volume. The floating oil and other hydrocarbons are trapped behind this baffle as the relatively cleaner water flows under and exits the facility (American Petroleum Institute 1990, Ecology 2014b). The coalescing plate separator consists of a series of parallel and inclined plates that provide quiescent conditions for settling and a depth separation to trap oils at the surface (Ecology 2014b).

Proprietary and Emerging Technologies

Proprietary stormwater treatment technologies increasingly are being used to treat stormwater, especially in highly urbanized areas where there is limited space for traditional facilities. The performance of these facilities depends on many factors including but not limited to: sizing, maintenance frequency, installation location, treatment mechanism, treatment media, inlet pollutant concentrations, rainfall intensity, and seasonality. Ecology, in concert with stormwater professionals from the Puget Sound region, developed a protocol for evaluating emerging treatment systems – Technology Assessment Protocol Ecology (TAPE, Ecology 2011b) – and publishes an extensive list of approved technologies (and their technical evaluation study results) on the Ecology website at:

<www.ecy.wa.gov/programs/wq/stormwater/newtech/index.html>. Through this process, Ecology approves BMPs and technologies that can be used for several types of water quality treatment, including pretreatment, oil treatment, basic treatment, enhanced treatment, phosphorus treatment, and treatment at construction sites.

The evaluation process requires rigorous field testing of the new stormwater treatment technologies, after which the vendor submits a technology evaluation report (TER) to Ecology for review and approval. Under the technology assessment process, Ecology assigns "Use Level Designations" to emerging technologies based on the results of the evaluation. These designations are described below (Ecology 2014b).

- **GULD – General Use Level Designation**. A General Use Level Designation (GULD) assigned to technologies for which the performance monitoring demonstrates with a sufficient degree of confidence, that the technology is expected to achieve Ecology's performance goals. Use is subject to conditions documented in a use level designation letter prepared by Ecology.
- **CULD – Conditional Use Level Designation**. A Conditional Use Level Designation (CULD) is assigned to technologies that have considerable performance data not collected per the TAPE protocol. Ecology will allow the use of technologies that receive a CULD for a specified time, during which performance monitoring must be conducted and a TER submitted to Ecology. Units that are in place do not have to be removed after the specified time period. Use is subject to conditions documented in a use level designation letter prepared by Ecology.
- **PULD – Pilot Use Level Designation**. A Pilot Use Level Designation (PULD) is assigned to new technologies that have limited performance monitoring data or that only have laboratory performance data. The PULD allows limited use of the technology to allow performance monitoring to be conducted. PULD technologies may be installed provided that the vendor and/or developer agree to conduct performance monitoring per the TAPE protocol at all installations. Use is subject to conditions documented in a use level designation letter prepared by Ecology.

In addition, Seattle recently evaluated several catch basin storm filters and found good performance when not clogged; however clogging was a concern at many of the installations in the city (Seattle 2012b, 2013b). National studies and evaluations of the performance of stormwater treatment technologies are also found on the International Stormwater BMP Database (<www.bmpdatabase.org>).

Street Sweeping and Water Quality

Street sweeping with high-efficiency or regenerative air sweepers can be an effective means of removing pollutants from roadways before they become entrained in stormwater runoff. The effectiveness of street sweeping depends on many factors including but not limited to: type of sweeper, sweeping frequency, pavement condition, pollutant build-up, parking restrictions, and season. Studies of street

sweeping effectiveness in the Puget Sound region include Seattle Public Utilities (SPU) and Herrera (2009), Seattle (2012c), and Kurahashi & Associates (1997). Other useful studies include Bannerman (2008), Depree (2008), Eisenberg et al (2007), Florida Department of Environmental Protection (2004), Kalinosky et al. (2012), Law et al. (2008), Nevada Tahoe Conservation District (2011), Pitt (1979, 1985, 2013), Sansalone (2011), Selbig et al. (2007), URS (2010, 2011), Weston Solutions (2010), and Zarriello et al. (2002).

Types of Construction and Grading Site Best Management Practices

Soil erosion from construction sites and grading activities has long been identified as a significant source of sediment and other suspended solids in runoff in many parts of the United States (Ellis 1936, Hagman et al. 1980, Yorke and Herb 1976, Becker et al. 1974) and the primary stormwater pollutant at a construction site remains sediment (US EPA 2007). Sediment from construction and grading sites with poor stormwater control can harm aquatic environments, adjacent properties, public and private roadways, and drainage systems. Numerous studies at large sites (greater than five acres) have shown that the amount of sediment transported by stormwater runoff is significantly greater from sites with no erosion control practices than from sites with erosion controls (US EPA 1999; Owens et al. 2000). Similarly, results of a USGS/Dane County Land Conservation study (Owens et al. 2000) indicate that small sites can also be significant sources of sediment. Sediment loads in stormwater runoff from two monitored construction sites were 10 times greater than that which is typical from rural and urban land uses in Wisconsin. Total and suspended solids concentration data indicate the active construction phase produced concentrations that were orders of magnitude higher than pre- and post-construction periods.

The best way to minimize erosion during land-disturbing and other construction activities is to employ BMPs that keep the soil in place through existing vegetation, erosion control blankets, or other methods. These BMPs help prevent the soil from becoming dislodged during rain events (Ecology 2014b). Erosion and sediment control BMPs can be grouped according to three broad categories:

1. **Cover practices** – temporary or permanent cover that are designed to stabilize disturbed areas
2. **Erosion control practices** – physical measures that are designed and constructed to prevent erosion at the project site
3. **Sediment control practices** – temporary measures designed to prevent eroded soils from leaving the project site by trapping them in a depression, filter, or other barrier.

Ecology has developed a training program to design and inspect erosion and sediment control BMPs to assure they are reducing erosion and sedimentation from construction sites, including all sites subject to NPDES requirements (sites generally over one acre in size). BMPs must be inspected by a Certified Erosion and Sediment Control Lead (CESCL).

In addition to sediment, construction sites can also be sources of other pollutants, such as phosphorus, petroleum products, and products that can affect pH. Source

control practices designed for construction sites can reduce the use of these potential pollutants and/or prevent them from contaminating stormwater (Ecology 2010). Pollutants other than sediment are primarily controlled using good housekeeping practices (such as maintaining vehicles and checking them regularly for leaks, keeping a spill kit on site, controlling concrete washout onsite) and other operational methods to reduce both the risks of pollutants contacting stormwater and the risks and impacts of accidental spills. For example, work can be phased to minimize the amount of soil that is exposed and subject to erosion at any given time. In Washington State it is practical to follow different procedures in the wet season when rain is frequent than in the dry season. West of the Cascade Mountains, Ecology defines the wet season as October 1 to April 30 and the dry season as May 1 to September 30. Extensive information on stormwater BMPs for construction sites can be found in the SWMMWW (Ecology 2014b).

Several documents were reviewed to update mass loading ratios for proprietary water quality treatment technologies. These include *Stormwater Management StormFilter (StormFilter) with Perlite Media* (Contech Engineered Solutions LLC, 2016), *Oldcastle PerkFilter System with SPC Media* (Oldcastle Infrastructure, 2017), *Filterra Bioretention System* (Contech Engineered Solutions, 2020), *BayFilter Enhanced Media Cartridge* (BaySaver Technologies, LLC), BioPod Biofilter with StormMix Media (Oldcastle Infrastructure, 2018), *Kraken Membrane Filtration System* (Bio Clean Environmental Services, Inc., 2016).

Types of Industrial Discharge Best Management Practices

Industrial wastewater includes wastewater produced from industrial processes, contaminated groundwater, and stormwater removed from construction sites. An industrial facility in King County discharging wastewater to the county sewer system may be subject to federal and local restrictions, or discharge limits. The King County Industrial Waste Program (KCIW) regulates discharges of industrial wastewater for four types od customers: categorical, high-strength wastewater or “surcharge”, construction, or other non-categorical customers, such as landfills, transfer stations, and groundwater remediation sites. Categorical dischargers include industries such as metal finishing, electronic component manufacturing, and centralized waste treatment. High-strength wastewater, which contains wastes above domestic-strength levels, comes from facilities such as dairies, meat and fish processing operations, and breweries. Construction customers must apply to send contaminated dewatering water from groundwater or stormwater sources to the sanitary sewer system.

The KCIW regulates PCB discharges by two methods: a screening limit and a site-specific limit. Method selection depends on the concentration total PCBS detected in biosolids collected at the site. For sites with total PCB concentrations less than 1 mg/kg, a screening limit of 0.10 µg/L per PCB Aroclor applies. BMPs such as sweeping, catch basin inserts, etc. can be implemented to achieve PCB concentrations less than the screening limit. For sites with total PCB concentrations greater than 1 mg/kg, the site -specific limit applies. Site operators need to incorporate wastewater treatment with granular activated carbon (GAC) as the final polishing step to meet site-specific limits calculated using a spreadsheet (King

County 2023).

Sea Level Rise and Climate Change

Projected sea level rise was assessed using Projected Sea Level Rise for Washington State- a 2018 Assessment (Miller et al 2018 and Mayhew 2020). The *Colorado-New Mexico Regional Extreme Precipitation Study Summary Report Volume VI Considering Climate Change in the Estimation of Extreme Precipitation for Dam Safety* (Colorado Division of Water Resources, 2018) and *Assessment of 2-Hour, 6-Hour and 48-Hour precipitation Time Series for Non- Stationarity and Implications of Assessing Spillway Adequacy for Dams in Washington State* (Schaefer, 2019) were reviewed to assess the potential for changes in precipitation-frequency due to climate change.

SPU has investigated the potential impacts of climate change on precipitation. In 2017, Jacobs (*Combined Sewer Overflow Sizing Approach Implementation: Perturbing Precipitation Time Series to Future Climate Conditions*, Jacobs (formerly CH2M Hill), 2017) prepared a technical memorandum documenting the perturbation of Seattle's precipitation time series to reflect the possible impacts of climate change. The times series were adjusted to represent possible future climate conditions in 2035 and 2100. The climate-perturbed method used results from multiple peer-reviewed and -approved general circulation models (GCMs) available from the World Climate Research Program's Couple Model Intercomparisons Project Phase 5 (CMIP5). The precipitation was perturbed using two approaches – a monthly scaling factor for lower-intensity precipitation, and a scaling factor derived from intensity-duration-frequency (IDF) curves for high intensity events.

In 2022, MGS Engineering Consultants, Inc. used the climate-perturbed method developed by Jacobs to perturb the extended time series used for code compliance. The extended precipitation time series was developed by combining and scaling records from distant precipitation stations (Salem, OR; Seattle, WA and Vancouver, BC) to yield a time series with a record length of 158 years. The extended time series allows evaluation of responses to various combinations of storm magnitudes, temporal patterns and sequence of storms. In addition, it allows the estimation of extreme events via interpolation rather than extrapolation as is required with a short time series. The perturbation of the extended time series is documented in *Development of Climate Adjusted Extended Precipitation Time Series for Hydrologic Design Technical Memorandum* (MGS Engineering, February 8, 2022). The extended time series were extended to 2035, 2075 and 2100. The 2075 scaling factors were derived from a linear interpolation of the factors for 2035 and 2100.

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ABBREVIATIONS

AKART ..... All known, available and reasonable methods of prevention, control and treatment
API..... American Petroleum Institute
ASCE..... American Society of Civil Engineers
B-IBI ..... Benthic-Index of Biotic Integrity
BMPs..... Best Management Practices
BOD..... Biochemical Oxygen Demand
City ..... City of Seattle
ECA..... Environmentally Critical Areas
Ecology..... Washington State Department of Ecology
GAC..... Granular activated carbon
GSI ..... Green Stormwater Infrastructure
HCI ..... Habitat Comparison Index
HSPF..... Hydrological Simulation Program-Fortran
KCIW..... King County Industrial Waste Program
KCRTS ..... King County Runoff Time Series
LID..... Low Impact Development
mg/L ..... Milligrams per liter
MS4..... Municipal Separate Storm Sewer System
NPDES..... National Pollutant Discharge Elimination Program
PAHs ..... Polynuclear Aromatic Hydrocarbons
PCBs..... Polychlorinated Biphenyls
RCW..... Revised Code of Washington
RSMP ..... Regional Stormwater Monitoring Program
SMC ..... Seattle Municipal Code
TSS ..... Total Suspended Solids/Sediment
USGS ..... United States Geological Survey
WAC..... Washington Administrative Code
WSDOT..... Washington State Department of Transportation
WWHM..... Western Washington Hydrologic Model

Brian Goodnight
City Council
5/19/2026
D3
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Amendment A Version #1 to CB 121190 – 2026 Stormwater Code Update

Sponsor: Councilmember Rivera

Additional performance metrics recital

Effect: This amendment would add one recital to the bill describing current performance tracking and stating Seattle Public Utilities' commitment to exploring additional stormwater performance metrics.

1. Insert a new Recital 13, as follows:

   Recital 13. Seattle Public Utilities currently tracks performance for a variety of its activities and issues quarterly progress reports in alignment with its Strategic Business Plan, and it uses the progress reports in determining needed improvements and potential solutions. The department is committed to improving this practice by exploring additional performance metrics to highlight how its stormwater policies and actions support improving water quality and address the negative effects of stormwater runoff.

2. Renumber remaining recitals, as appropriate.

File #: CB 121196, **Version:** 1

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance

Council Bill

An ordinance relating to land use and zoning; rezoning certain land in the University District, the Fremont neighborhood, the Madison/Miller neighborhood, the Rainier Beach neighborhood, and the Downtown neighborhood; rezoning land and amending development standards to increase housing supply, support multi-purpose redevelopment on certain sites with community-based uses, remove code barriers to passive house, modular, and mass timber construction and to conversion from commercial space to housing in more zones, and incentivize community-serving uses along with the construction of more housing in certain areas; amending Sections 23.40.080, 23.47A.009, 23.49.008, 23.49.011, 23.49.036, 23.49.058, and 23.49.158 of the Seattle Municipal Code; adding a new Section 23.40.090 to the Seattle Municipal Code; adding a new Map 1L to Chapter 23.49 of the Seattle Municipal Code; and amending Chapter 23.32 of the Seattle Municipal Code at pages 60, 76, 109, 112, and 188 of the Official Land Use Map.

The full text of this legislation is attached to the file.

Screen Reader Users: Make sure settings include reading strikethrough and underline font attributes.

The City of Seattle

Ordinance _____

Council Bill _____

..title

An ordinance relating to land use and zoning; rezoning certain land in the University District, the Fremont neighborhood, the Madison/Miller neighborhood, the Rainier Beach neighborhood, and the Downtown neighborhood; rezoning land and amending development standards to increase housing supply, support multi-purpose redevelopment on certain sites with community-based uses, remove code barriers to passive house, modular, and mass timber construction and to conversion from commercial space to housing in more zones, and incentivize community-serving uses along with the construction of more housing in certain areas; amending Sections 23.40.080, 23.47A.009, 23.49.008, 23.49.011, 23.49.036, 23.49.058, and 23.49.158 of the Seattle Municipal Code; adding a new Section 23.40.090 to the Seattle Municipal Code; adding a new Map 1L to Chapter 23.49 of the Seattle Municipal Code; and amending Chapter 23.32 of the Seattle Municipal Code at pages 60, 76, 109, 112, and 188 of the Official Land Use Map.

..body

Recitals:

Seattle continues to face a housing affordability challenge and an increase to housing supply is one of many strategies that can combat the high cost of housing in the region.

The One Seattle Comprehensive Plan informs a series of broad citywide zoning changes that support increased housing supply including allowing middle housing in Neighborhood Residential zones and establishing mixed use and multifamily zoning to support new Neighborhood Centers and transit corridors.

In addition to broad citywide zoning changes it is also important to expand housing supply in focused opportunity areas that are well positioned to support abundant housing construction that can be achieved in the short term.

In the wake of the global COVID-19 pandemic downtown Seattle faces a high vacancy rate in commercial and office spaces and one of the City's strategies to increase vitality and economic activity in downtown is to facilitate an increased amount of housing development in downtown neighborhoods.

Effective strategies to increase housing supply include removing code barriers to the building practices of sustainable mass timber, modular and passive house design, and Engrossed Second Substitute House Bill 1183 passed by the Washington State Legislature during the 2025 legislative session incentivizes such building practices through building code and development regulation reform.

Promoting upper-level housing above non-profit owned community facilities when it is time for them to undergo major renovation or reconstruction is a promising strategy to increase housing supply.

The proposed legislation includes zoning amendments to facilitate new affordable housing construction in upper stories above community-oriented facilities.

The proposed legislation removes code barriers to mass timber, passive house, and modular construction methods.

The proposed legislation is focused on opportunity areas for infill development and is tailored to avoid development pressure on historic landmarks, sites with character structures and displacement risk areas.

The proposed rezones include application of the City's Mandatory Housing Affordability (MHA) requirement. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Section 23.40.080 of the Seattle Municipal Code, last amended by Ordinance 127228, is amended as follows:

23.40.080 Conversion to residential use in an existing structure

A. For the purposes of this Section 23.40.080, "conversion to residential use in an existing structure" means a development that meets all the following criteria:

1. It does not expand a structure horizontally beyond the boundaries of the existing or approved exterior walls except for addition of incidental features that are necessary to accommodate residential use such as: ramps for ADA access, replacement windows or sheathing, addition of material enabling increased insulation, structural features to increase safety, additions for the purpose of complying with construction and energy codes and building performance standards for the conversion to residential use, circulation features for fire and life safety, mechanical equipment, plumbing and duct work, or awnings and bays. The horizontal expansion for incidental features shall not increase the floor area of the structure by more than 5 percent.

2. It does not expand the structure vertically beyond the existing or approved roof elevation, except by up to 15 feet to accommodate configuration or expansion of top floor residential use or rooftop features in residential use. Stair and elevator penthouses, mechanical equipment, and rooftop features allowances otherwise provided by the underlying zone may be placed on top of the 15-foot accommodation for configuration of top floor residential use without disqualifying the development from meeting this criterion.

3. The building in which the conversion would occur received either a temporary or permanent certificate of occupancy prior to March 1, ((~~2024~~)) 2026, or if no temporary or permanent certificate of occupancy is available is determined by the Director to have been legally occupied or is in a building approved for future development for which an unexpired Master Use Permit was issued, prior to March 1, ((~~2024~~)) 2026.

4. It is a conversion of floor area from nonresidential uses to residential uses that increases the number of dwelling units or congregate residence sleeping rooms in the structure.

5. It does not increase the square footage of nonresidential uses in the structure.

6. It is located in a commercial zone, a Downtown zone, a Seattle Mixed (SM) zone, the Highrise (HR) zone, ((~~or the~~)) Midrise (MR) zones, Lowrise (LR) zones, or the Neighborhood Residential (NR) zone.

* * *

C. A conversion to residential use in an existing structure meeting the criteria of subsection 23.40.080.A shall be exempt from all development standards and land use regulations of Chapter 23.44 (Neighborhood Residential), Chapter 23.45 (Multifamily), Chapter 23.47A (Commercial), Chapter 23.48 (Seattle Mixed), Chapter 23.49 (Downtown Zoning), Chapter 23.52 (Transportation Concurrency, and Transportation Impact Mitigation), Chapter 23.53 (Requirements for Streets, Alleys, and Easements), Chapter 23.54 (Quantity and Design Standards for Access, Off-Street Parking, and Solid Waste Storage), and Chapter 23.58A (Incentive Provisions), except that the following categories of development standards and regulations within any of those chapters shall continue to apply:

1. Permitted and prohibited use regulations pertaining to nonresidential uses;

2. Administrative conditional use regulations;

3. Light and glare standards;

4. Noise standards;

5. Institutions;

6. Home occupations;

7. Transitional encampment accessory uses;

8. Landmark Districts and designated landmark structures; and

9. Subsections 23.54.040.F, 23.54.040.G, 23.54.040.H, 23.54.040.I, and 23.54.040.J((~~, solid waste and recyclable material storage and access~~)).

* * *

F. A conversion to residential use in an existing structure meeting the criteria of subsection 23.40.080.A.1-5 and located in a commercial zone, a Downtown zone, ((~~or~~)) a Seattle (SM) Mixed zone, the Highrise (HR) zone, Midrise (MR) zones, or Lowrise (LR) zones, shall be exempt from requirements under Chapter 23.58C ((~~(Mandatory Housing Affordability for Residential Development)~~)) for any portion of the development proposal that converts floor area from a nonresidential use to a residential use.

* * *

Section 2. A new Section 23.40.090 is added to the Seattle Municipal Code as follows:

23.40.090 Exception from facade modulation and upper-level setback requirements for certain types of residential projects

A. For the purposes of this Section 23.40.090:

1. "Affordable housing" means dwelling units whose monthly costs, including utilities other than telephone, do not exceed 30 percent of the monthly income of a household whose income is:

a. For rental housing, 60 percent of the area median income adjusted for household size; or

b. For owner-occupied housing, 80 percent of the area median income adjusted for household size.

2. “Mass timber construction” means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

3. “Modular construction” means a multistory residential building constructed of standardized components produced off-site, which are transported and assembled at a final location.

4. “Passive house requirements” means the criteria for certification as a passive house by Phius or the Passive House Institute.

B. A development with at least 50 percent of its gross floor area in residential use and that is any of the types of projects identified in subsections 23.40.090.B.1 through 23.40.090.B.5 shall be exempt from any facade modulation or upper-level setback requirement in this Title 23 including upper-level width and depth limits, tower separation, and tower spacing requirements. The types of projects identified are those:

1. Where 100 percent of the dwelling units in the development are affordable housing;

2. Where new construction meets passive house requirements;

3. Where retrofit of existing buildings meets passive house requirements;

4. That utilize modular construction; and

5. That utilize mass timber construction.

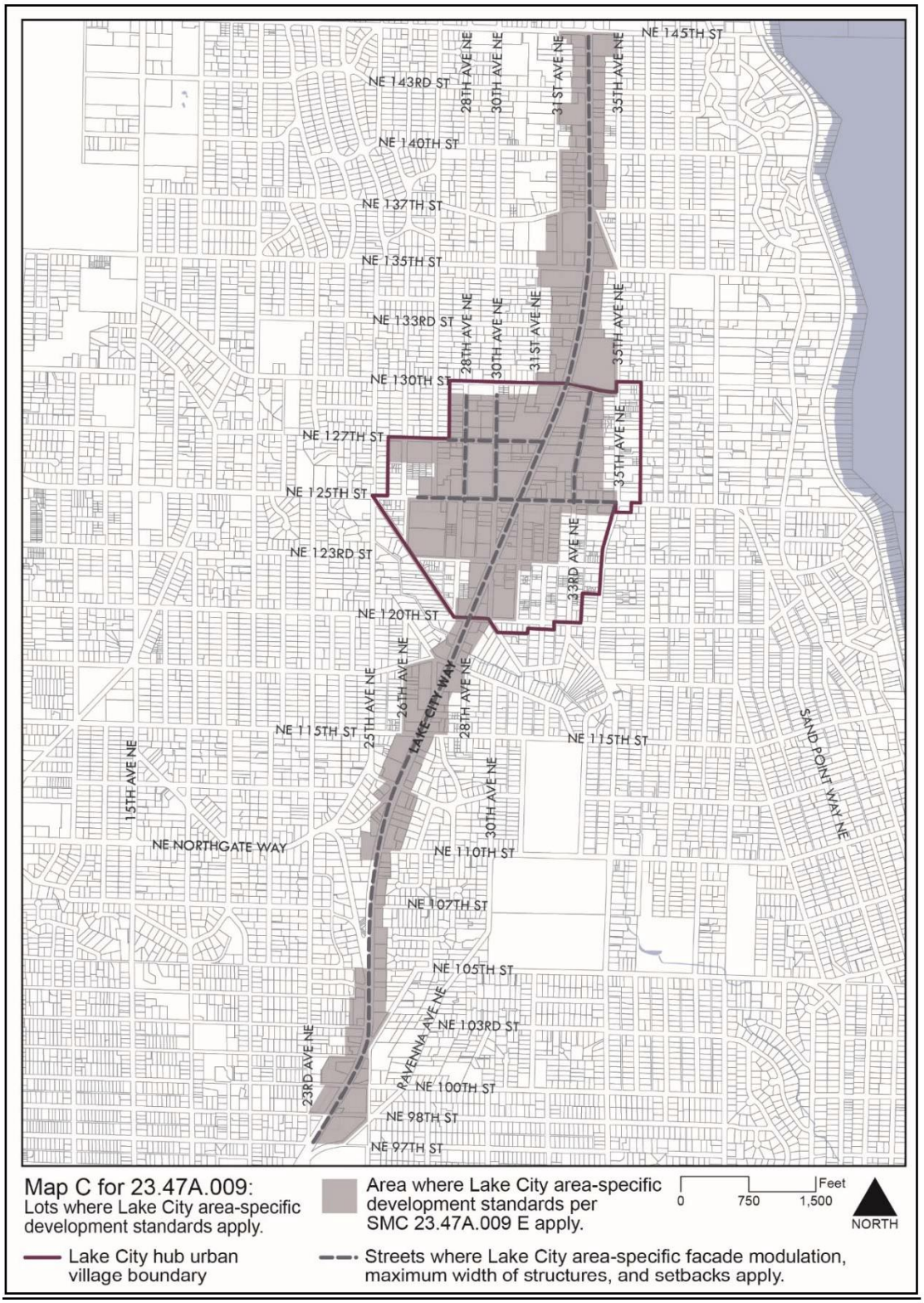
Section 3. Section 23.47A.009 of the Seattle Municipal Code, last amended by Ordinance 127376, is amended as follows:

23.47A.009 Standards applicable to specific areas

* * *

E. Lake City. The following provisions apply to development proposed on lots that are 40,000 square feet in size or greater and located in NC zones as shown on Map C for 23.47A.009.

Map C for 23.47A.009
Lots where Lake City area-specific development standards apply



1. Maximum lot coverage

a. The maximum lot coverage permitted for principal and accessory structures is 80 percent of the lot area.

b. Lot coverage exceptions. The following structures or portions of structures are not counted in the lot coverage calculation:

1) Portions of a structure that are below grade or that do not extend more than 4 feet above the finished grade.

2) The first 18 inches of overhead horizontal building projections of an architectural or decorative character, such as cornices, eaves, sills, and gutters.

3) Ramps or other devices that provide access for the disabled and elderly and that meet the standards of the Seattle Building Code.

4) The first 4 feet of unenclosed porches or steps for residential units.

c. In the portion of the lot that is not covered by structures, owners are encouraged to provide improvements at-grade that enhance the usability and livability of the lot for occupants and visitors, such as pedestrian circulation areas, landscaping, lighting, weather protection, art, or other similar improvements.

2. Facade modulation

a. Facade modulation requirements apply to all portions of a structure up to a height of 35 feet and located within 10 feet of a street lot line on streets designated by Map C for 23.47A.009.

b. The maximum width of any unmodulated facade is 100 feet. Facades longer than 100 feet shall be modulated by stepping back the facade from the street lot line for a minimum depth of 10 feet and a minimum width of 15 feet.

c. Facade modulation requirements do not apply to portions of a structure that are below grade or that do not extend more than 2 feet above the finished grade at the lot line.

3. Maximum structure width

a. On streets designated by Map C for 23.47A.009, the maximum allowed structure width is 250 feet.

b. Structure width limits do not apply to portions of a structure that are below grade or that do not extend more than 2 feet above the finished grade at the lot line.

4. Upper-level setbacks

a. On streets designated by Map C for 23.47A.009, a setback with an average depth of 10 feet from abutting street lot lines is required for portions of a structure above a height of 35 feet. The maximum depth of a setback that can be used to calculate the average setback is 20 feet.

b. A setback with an average depth of 15 feet from abutting street lot lines is required for portions of a structure above a height of 65 feet. The maximum depth of a setback that can be used to calculate the average setback is 25 feet.

5. Structures permitted in required setbacks are subject to subsection 23.47A.014.G.

6. In addition to the provisions of subsections 23.47A.009.E.1 through 23.47A.009.E.5, for areas zoned NC-55 on lots that are 100,000 square feet in size or larger within the area shown on Map C for 23.47A.009, 2.0 FAR is added to the FAR limit and 30 feet is added to the height limit for development that includes at least 200 dwelling units, and includes any combination of grocery store, pharmacy, medical services, child care center, elementary or secondary school, community club, or community center uses that meet the following conditions:

a. Space for the uses is a minimum of 50,000 square feet of gross floor area;

b. Location of the uses is at the ground level and is easily accessible to the elderly and disabled; and

c. Space for the uses is reserved for the life of the project on the lot.

Section 4. Section 23.49.008 of the Seattle Municipal Code, last amended by Ordinance 127099, is amended as follows:

23.49.008 Structure height

The following provisions regulating structure height apply to all property in Downtown zones except the DH1 zone. Structure height for PSM, IDM, and IDR zones is regulated by this Section 23.49.008, and by Sections 23.49.178, 23.49.208, and 23.49.236.

A. Base and maximum height limits

1. Except as otherwise provided in this Section 23.49.008, maximum structure heights for Downtown zones are as designated on the Official Land Use Map. In certain zones, as specified in this Section 23.49.008, the maximum structure height may be allowed only for particular uses or only on specified conditions, or both. If height

limits are specified for portions of a structure that contain specified types of uses, the applicable height limit for the structure is the highest applicable height limit for the types of uses in the structure, unless otherwise specified.

2. Except in the PMM zone, the base height limit for a structure is the lowest of the maximum structure height or the lowest other height limit, if any, that applies pursuant to this Title 23 based upon the uses in the structure, before giving effect to any bonus for which the structure qualifies under this Chapter 23.49 and to any special exceptions or departures authorized under this Chapter 23.49. In the PMM zone the base height limit is the maximum height permitted pursuant to urban renewal covenants.

3. In zones listed below in this subsection 23.49.008.A.3, the applicable height limit for portions of a structure that contain non-residential and live-work uses is shown as the first figure after the zone designation (except that there is no such limit in DOC1), and the base height limit for portions of a structure in residential use is shown as the first figure following the "/". The third figure shown is the maximum residential height limit. Except as stated in subsection 23.49.008.D, the base residential height limit is the applicable height limit for portions of a structure in residential use if the structure does not achieve bonus residential floor area according to Chapter 23.58A, and the maximum residential height limit is the height limit for portions of a structure in residential use if the structure achieves bonus residential floor area according to Chapter 23.58A:

DOC1 Unlimited/450-unlimited

DOC2 500/300-550

DMC 340/290-440

DMC 240/290-440.

4. A structure in a DMC 340/290-440 zone on a lot comprising a full block that abuts a DOC1 zone along at least one street frontage may gain additional structure height of 30 percent above the maximum residential height limit if the structure achieves bonus residential floor area according to Chapter 23.58A, or 35 percent above 340 feet if the structure does not include bonus residential floor area according to Chapter 23.58A, in either case under the following conditions:

a. Only one tower is permitted on the lot;

b. Any additional floor area above the maximum height limit for non-residential or live-work use, as increased under this subsection 23.49.008.A.4, is occupied by residential use;

c. The average residential gross floor area and maximum residential floor area of any story in the portion of the tower permitted above the base residential height limit do not exceed the limits prescribed in subsection 23.49.058.C.1;

d. Any residential floor area allowed above the base residential height limit under this provision is achieved according to Chapter 23.58A;

e. At least 35 percent of the lot area, or a minimum of 25,000 square feet, whichever is greater, is in open space use substantially at street level meeting the following standards, and subject to the following allowances for coverage:

1) The location and configuration of the space shall enhance solar exposure, allow easy access to entrances to the tower serving all tenants and occupants from streets abutting the open space, and allow convenient pedestrian

circulation through all portions of the open space. The open space shall be entirely contiguous and physically accessible. To offset the impact of the taller structure allowed, the open space shall have frontage at grade abutting sidewalks, and be visible from sidewalks, on at least two streets. The elevation of the space may vary, especially on sloping lots where terracing the space facilitates connections to abutting streets, provided that grade changes are gradual and do not significantly disrupt the continuity of the space, and no part of the open space is significantly above the grade of the nearest abutting street. The Director may allow greater grade changes, as necessary, to facilitate access to transit tunnel stations.

2) Up to 20 percent of the area used to satisfy the open space condition to allowing additional height may be covered by the following features: permanent, freestanding structures, such as retail kiosks, pavilions, or pedestrian shelters; structural overhangs; overhead arcades or other forms of overhead weather protection; and any other features approved by the Director that contribute to pedestrian comfort and active use of the space. The following features within the open space area may count as open space and are not subject to the percentage coverage limit: temporary kiosks and pavilions, public art, permanent seating that is not reserved for any commercial use, exterior stairs and mechanical assists that provide access to public areas and are available for public use, and any similar features approved by the Director.

f. Open space used to satisfy the condition to allowing additional height in this Section 23.49.008 is not eligible for a bonus under Section 23.49.013.

g. Open space used to satisfy the condition to allowing additional height in this Section 23.49.008 may qualify as common recreation area to the extent permitted by subsection 23.49.011.B and may be used to satisfy open space requirements in subsection 23.49.016.C.1 if it satisfies the standards of subsection 23.49.016.C.1.

h. No increase in height shall be granted to any proposed development that would result in significant alteration to any designated feature of a Landmark structure, unless a certificate of approval for the alteration is granted by the Landmarks Preservation Board.

5. In a DRC zone, the base height limit is 85 feet, except that, subject to the conditions in subsection 23.49.008.A.6:

a. The base height limit is 170 feet if any of the following conditions is satisfied:

1) All portions of a structure above 85 feet contain only residential use; or

2) At least 25 percent of the gross floor area of all structures on a lot is in residential use; or

3) A minimum of 1.5 FAR of eating and drinking establishments, retail sales, and service or entertainment uses, or any combination thereof, is provided on the lot.

b. For residential floor area created by infill of a light well on a Landmark structure, the base height limit is the lesser of 170 feet or the highest level at which the light well is enclosed by the full length of walls of the structure on at least

three sides. For the purpose of this subsection 23.49.008.A.5.b, a light well is defined as an inward modulation on a non-street-facing facade that is enclosed on at least three sides by walls of the same structure, and infill is defined as an addition to that structure within the light well.

6. Restrictions on demolition and alteration of existing structures

a. Any structure in a DRC zone that would exceed the 85-foot base height limit shall incorporate the existing exterior street-front facade(s) of each of the structures listed below, if any, located on the lot of that project. The City Council finds that these structures are significant to the architecture, history, and character of downtown. The Director may permit changes to the exterior facade(s) to the extent that significant features are preserved and the visual integrity of the design is maintained. The degree of exterior preservation required will vary, depending upon the nature of the project and the characteristics of the affected structure(s).

b. The Director shall evaluate whether the manner in which the facade is proposed to be preserved meets the intent to preserve the architecture, character, and history of the Retail Core. If a structure on the lot is a Landmark structure, approval by the Landmarks Preservation Board for any proposed modifications to controlled features is required prior to a decision by the Director to allow or condition additional height for the project. The Landmarks Preservation Board's decision shall be incorporated into the Director's decision. Inclusion of a structure on the list below is solely for the purpose of conditioning additional height under this subsection 23.49.008.A.6.b, and shall not be interpreted in any way to prejudge the structure's merit as a Landmark:

Shafer Building / Sixth and Pine Building	515 Pine Street
Decatur Building	1521 6th Avenue
Coliseum Theater Building	5th Avenue and Pike Street (northeast corner)
Northern Bank and Trust / Seaboard Building	1506 Westlake Avenue
((~~Liggett/Fourth and Pike Building~~	~~1424 4th Avenue~~
~~Great Northern Building~~	~~1404 4th Avenue~~
~~Joshua Green Building~~	~~1425 4th Avenue~~
~~Holland Building/MiKen Building~~	~~1417 4th Avenue~~))
Bon Marche (Macy's)	300 Pine Street

c. The restrictions in this subsection 23.49.008.A.6 are in addition to, and not in substitution for, the requirements of Chapter 25.12.

7. The applicable height limit for a structure is the base height limit plus any height allowed as a bonus under this Chapter 23.49 according to Chapter 23.58A, and any additional height allowed by special exception or departure, or by subsection 23.49.008.A.4. The height of a structure shall not exceed the applicable height limit, except as provided in subsections 23.49.008.B, 23.49.008.C, and 23.49.008.D.

8. The height of rooftop features, as provided in subsection 23.49.008.D, is allowed to exceed the applicable height limit.

9. On lots in the DMC 85/75-170 zone:

a. A height limit of 85 feet applies to the portions of a structure that contain non-residential or live-work uses.

b. A base height limit of 75 feet applies to the portions of a structure that contain residential uses.

c. The applicable height limit for portions of a structure that contain residential uses is 85 feet if extra floor area is achieved according to Section 23.49.023 and Chapter 23.58A, and the structure has no non-residential or live-work use above 85 feet, and the structure does not qualify for a higher limit for residential uses under subsection 23.49.008.A.9.d.

d. The applicable height limit is 170 feet if extra floor area is achieved according to Section 23.49.023 and Chapter 23.58A, the structure has no non-residential or live-work use above 85 feet, the lot is at least 40,000 square feet in size and includes all or part of a mid-block corridor that satisfies the conditions of Section 23.58A.040, except to the extent the Director grants a waiver of such conditions, and the standards of Section 23.49.060 are satisfied.

10. On lots in a DMC-75 zone in areas eligible for residential height limit increase indicated on Map 1L the height limit is increased to 125 for development applications submitted before January 1, 2029, provided that only those portions of structures that contain only residential uses may exceed 75 feet.

* * *

C. Height in Downtown Mixed Residential (DMR) zones is regulated as follows:

1. A structure that contains only non-residential or live-work uses may not exceed the lowest height limit established on the Official Land Use Map, except for rooftop features permitted by subsection 23.49.008.D.

2. In DMR zones for which only two height limits are established, only those portions of structures that contain only residential uses may exceed the lower height limit, and they may extend to the higher height limit established on the Official Land Use Map, except that:

a. For development applications submitted before January 1, 2029, in eligible DMR zones as indicated on Map 1L for which the higher height limit established on the Official Land Use Map is 95 feet the higher height limit is increased to 145 feet, and within the infill housing focus areas the higher height limit is further increased to 245 feet, provided that in either case only those portions of structures that contain only residential uses may exceed the lower height limit; and

b. For development applications submitted before January 1, 2029, in eligible DMR zones as indicated on Map 1L for which the higher height limit established on the Official Land Use Map is 145 feet the higher height limit is increased to 245 feet provided that only those portions of structures that contain only residential uses may exceed the lower height limit.

3. On lots in the DMR/C 75/75-170 zone, the base height limit is 75 feet, and it is the applicable height limit for all structures, except that:

a. The applicable height limit is 85 feet if the applicant qualifies for extra floor area under Section 23.49.023 and Chapter 23.58A, the structure has no non-residential or live-work use above 75 feet, and the structure does not qualify for a higher height limit under this subsection 23.49.008.C.3.

b. The applicable height limit is 170 feet if the applicant qualifies for extra floor area under Section 23.49.023 and Chapter 23.58A; the structure has no non-

residential or live-work use above 75 feet; the lot includes all or part of a mid-block corridor that satisfies the conditions of Section 23.58A.040, except to the extent any waiver of such conditions is granted by the Director; and the standards of subsection 23.49.156.B and Section 23.49.163 are satisfied.

4. On lots in the DMR/C 75/75-95 zone, the base height limit is 75 feet, and it is the applicable height limit for all structures, except that the applicable height limit is 95 feet if the applicant qualifies for extra floor area under Section 23.49.023 and Chapter 23.58A and the structure has no non-residential or live-work use above 75 feet.

5. On lots in the DMR/R 95/65 zone:

a. A height limit of 95 feet applies to the portions of a structure that contain residential or lodging uses.

b. A height limit of 65 feet applies to the portions of a structure that contain non-residential uses (excluding lodging uses).

* * *

Section 5. A new Map 1L, Eligible Areas For Residential Height Limit Increase, as shown on Attachment 1 attached to this ordinance, is added to Chapter 23.49 of the Seattle Municipal Code.

Section 6. Section 23.49.011 of the Seattle Municipal Code, last amended by Ordinance 127198, is amended as follows:

23.49.011 Floor area ratio

* * *

B. Exemptions and deductions from FAR calculations

1. The following are not included in chargeable floor area, except as specified below in this Section 23.49.011:

a. Uses listed in subsection 23.49.009.A in a DRC zone and in the Major Retail Store and Shopping Atrium FAR Exemption Area identified on Map 1J of Chapter 23.49, up to a maximum FAR exemption of 2 for all such uses combined; and other uses provided according to Section 23.42.041 in the FAR Exemption Area identified on Map 1J for those uses (excluding the Pike Place Market Historical District), up to a maximum FAR exemption of 2; provided that for uses in the FAR Exemption Areas that are not in the DRC zone the uses are located no higher than the story above street level;

b. Street-level uses meeting the requirements of Section 23.49.009, Street-level use requirements, whether or not street-level use is required pursuant to Map 1G of Chapter 23.49, if the uses and structure also satisfy the following standards:

1) The street level of the structure containing the exempt space has a minimum floor-to-floor height of 13 feet, except that in the DMC 170 zone the street level of the structure containing the exempt space has a minimum floor-to-floor height of 18 feet;

2) The exempt space extends a minimum depth of 15 feet from the street-level, street-facing facade, except as allowed by interim street activation provisions in Section 23.42.041;

3) For the purposes of subsection 23.49.011.B.1, for floor area above street level, changes from residential use to commercial uses provided for

interim street activation purposes are subject to mandatory housing affordability pursuant to subsection 23.58B.020.B;

4) Overhead weather protection is provided satisfying Section 23.49.018; and

5) A mezzanine within a street-level use is not included in chargeable floor area, if the mezzanine does not interrupt the floor-to-floor heights for the minimum depth stated in subsection 23.49.011.B.1.b.2, except as allowed by interim street activation provisions in Section 23.42.041. Stairs leading to the mezzanine are similarly not included in chargeable floor area;

c. Shopping atria in the DRC zone and adjacent areas shown on Map 1J, provided that:

1) The minimum area of the shopping atria is 4,000 square feet;

2) The eligibility conditions of the Downtown Amenity Standards are met; and

3) The maximum area eligible for a floor area exemption is 20,000 square feet;

d. Child care centers;

e. Human service use;

f. Residential use, except in the PMM zone, and provided that allowable residential floor area is limited on lots from which TDP is transferred in accordance with Chapter 23.58A;

g. Live-work units, except in the PMM zone;

h. Museums, provided that the eligibility conditions of the Downtown Amenity Standards are met;

i. The floor area identified as expansion space for a museum, if such expansion space satisfies the following:

1) The floor area to contain the museum expansion space is owned by the museum or a museum development authority; and

2) The museum expansion space will be occupied by a museum, existing as of October 31, 2002, on a Downtown zoned lot; and

3) The museum expansion space is physically designed in conformance with the Seattle Building Code standards for museum use either at the time of original configuration or at such time as museum expansion is proposed;

j. Performing arts theaters;

k. Floor area below grade;

l. Floor area that is used only for:

1) Short-term parking or parking accessory to residential uses, or both, subject to a limit on floor area used wholly or in part as parking accessory to residential uses of one parking space for each dwelling unit on the lot with the residential use served by the parking; or

2) Parking accessory to hotel use in the DMC 170 zone, subject to a limit of one parking space for every four hotel rooms on the lot, and provided that the exempt parking floor area is on the same lot as the hotel use served by the parking;

m. Floor area of a public benefit feature that would be eligible for a bonus on the lot where the feature is located, other than a Landmark structure eligible pursuant to subsection 23.49.011.A.2.j or a small structure eligible pursuant to subsection 23.49.011.A.2.k. The exemption applies regardless of whether a floor area bonus is obtained, and regardless of limits on the maximum area eligible for a bonus;

n. Public restrooms;

o. Major retail stores in the DRC zone and adjacent areas shown on Map 1J, provided that:

1) The minimum lot area for a major retail store development is 20,000 square feet;

2) The minimum area of the major retail store is 80,000 square feet;

3) The eligibility conditions of the Downtown Amenity Standards are met;

4) The maximum area eligible for a floor area exemption is 200,000 square feet; and

5) The floor area exemption applies to storage areas, store offices, and other support spaces necessary for the store's operation;

p. Shower facilities for bicycle commuters;

q. Floor area, excluding floor area otherwise exempt, up to a maximum of 25,000 square feet on any lot, within one or more Landmark structures for which a floor area bonus has been granted pursuant to subsection 23.49.011.A.2.j, or within one or more small structures for which a floor area bonus has been granted

pursuant to subsection 23.49.011.A.2.k, or within any combination of such Landmark structures and such small structures, in each case only to the extent that the floor area satisfies the following criteria as determined by the Director:

1) The floor area is interior space of historic or architectural interest designed to accommodate the original function of the structure, and maintaining the integrity of this space prevents it from being fully utilized as commercial floor area;

2) The floor area is occupied by such uses as public assembly or performance space, human services, or indoor public amenities, including atrium or lobby area available for passive indoor recreation use or for the display of art or other objects of scientific, social, historic, cultural, educational, or aesthetic interest; and

3) The floor area is open and accessible to the public without charge, on reasonable terms and conditions consistent with the nature of the space, during normal operating hours of the building;

r. Up to 40,000 square feet of a streetcar maintenance base;

s. Up to 25,000 square feet of a community center in a DMR/C zone within South Downtown that is open to the general public for a minimum of six hours per day, five days per week, 42 weeks per year;

t. In the DMC 170 zone, hotel use that separates parking from the street lot line on stories above the first story of a structure, up to a maximum total floor area equivalent to 1 FAR, provided that the depth of the separation between the parking and the street-facing facade is a minimum of 15 feet;

u. In the DMC 170 zone, on lots abutting Alaskan Way, the floor area in a partially above-grade story, provided that:

1) The height of the above-grade portion of the partially above-grade story does not exceed 4 feet, measured from existing grade at the midpoint of the Alaskan Way street lot line;

2) All portions of the structure above the partially above-grade story are set back a minimum of 16 feet from the Alaskan Way lot line, except that horizontal projections, including balconies with open railings, eaves, cornices, and gutters, may extend a maximum of 4 feet into the setback area;

3) The roof of the portion of the partially above-grade story in the setback area is accessible to abutting required street-level uses in the structure and provides open space or space for activities related to abutting required street-level uses, such as outdoor dining;

4) Pedestrian access is provided from an abutting street to the roof of the portion of the partially above-grade story in the setback area; and

5) Up to 50 percent of the roof of the portion of the partially above-grade story in the setback area may be enclosed to provide weather protection, provided that the height of any feature or structure enclosing the space shall not exceed 20 feet, measured from the roof of the partially above-grade story;

v. Up to a maximum of 50,000 square feet of the floor area occupied by a City facility, including but not limited to fire stations and police precincts, but not a City facility predominantly occupied by office use;

w. Parking uses if:

1) The parking use sought to be exempted was legally established as of February 8, 2015;

2) The parking is in a structure that existed on January 1, 1980;

3) The structure is located west of Third Avenue in a DMC zone;

4) A minimum of 50 percent of the parking spaces will be available to the general public as short-term parking;

5) The existing structure and any proposed additions meet or are modified to meet the street-level use requirements of Section 23.49.009;

6) The existing structure and any proposed additions are subject to administrative design review regardless of whether administrative design review is required pursuant to Chapter 23.41; and

7) Any addition of non-exempt floor area to the existing structure is developed to LEED Gold standards; and

x. Floor area for an elementary school or a secondary school, except on lots zoned DRC, which may include minimum space requirements for associated uses including but not limited to academic core functions, child care, administrative offices, a library, maintenance facilities, food service, interior recreation, and specialty instruction space, provided that:

1) Prior to issuance of a Master Use Permit, the applicant shall submit a letter to the Director from the operator of the school indicating that, based

on the Master Use Permit plans, the operator has determined that the development could meet the operator's specifications; and

2) Prior to issuance of a building permit, the applicant shall submit a written certification by the operator to the Director that the operator's specifications have been met.

y. The floor area of required bicycle parking for small efficiency dwelling units or congregate residence sleeping rooms, if the bicycle parking is located within the structure containing the small efficiency dwelling units or congregate residence sleeping rooms. Floor area of bicycle parking that is provided beyond the required bicycle parking is not exempt from FAR limits.

z. In ((~~the~~)) DMR((~~/R 95/65~~)) zone<u>s</u>, lodging uses. This exemption from FAR limits does not apply to lodging uses created by converting residential uses to lodging uses in existing structures.

Section 7. Section 23.49.036 of the Seattle Municipal Code, last amended by Ordinance 127375, is amended as follows:

23.49.036 Planned community developments (PCDs)

* * *

F. Evaluation of PCDs. A proposed PCD shall be evaluated on the basis of public benefits provided, possible impacts of the project, and consistency with the standards contained in this subsection 23.49.036.F.

1. Public benefits. A proposed PCD shall address the priorities for public benefits identified through the process outlined in subsection 23.49.036.B. The PCD shall include at least three of the following elements:

a. Low-income housing,

b. Townhouse development,

c. Historic preservation,

d. Public open space,

e. Improvements in pedestrian circulation,

f. Improvements in urban form,

g. Improvements in transit facilities,

h. Green stormwater infrastructure beyond the requirements of the Stormwater Code (Chapters 22.800 through 22.808), ((~~or~~))

i. Employment training or job placement for adults,

j. Employment training or vocational education for youths,

k. Processing of donated materials for reuse or recycling, or

l. Other elements that further an adopted City policy and provide a demonstrable public benefit.

2. Potential impacts. The Director shall evaluate the potential impacts of a proposed PCD including, but not necessarily limited to, the impacts on housing, particularly low-income housing, transportation systems, parking, energy, and public services, as well as environmental factors such as noise, air, light, glare, public views, and water quality.

3. The Director may place conditions on the proposed PCD in order to make it compatible with areas adjacent to Downtown that could be affected by the PCD.

4. When the proposed PCD is located in the Pioneer Square Preservation District or International District Special Review District, the Board of the District(s) in

which the PCD is located shall review the proposal and make a recommendation to the Department of Neighborhoods Director who shall make a recommendation to the Director prior to the Director's decision on the PCD.

* * *

I. Term. Expiration or renewal of a permit for the first phase of a PCD is subject to the provisions of Chapter 23.76. The applicant shall submit a phasing plan and the Director shall determine the expiration date of the PCD, which shall be no later than 15 years from the date of issuance. The expiration date shall be informed by the following factors:

1. Practical time period necessary to physically construct buildings, roads and infrastructure;

2. Documented information about the functional or operational plans of an organization or business for its future growth; and

3. Current and forecasted information about real estate markets.

J. Change to an approved PCD

1. When an amendment to a Master Use Permit with a PCD component is requested, the Director shall determine whether the amendment is minor or not. A minor amendment is one for which:

a. There is substantial compliance with the approved site plan and conditions imposed in the existing Master Use Permit with the PCD component, with no substantial change in the mix of uses and no major increase in the bulk and scale of structures originally proposed; and

b. No significantly greater impact would occur.

2. If the Director determines that the amendment is minor, the Director may approve a revised site plan as a Type I decision, in which case the Master Use Permit expiration date of the original approval shall be retained.

3. If the Director determines that the amendment is not minor, the applicant may either continue under the existing PCD approval or may submit a revised PCD application. The revised application shall be the subject of a Type II decision. The decision may retain or extend the existing expiration date on the portion of the site affected by the revision.

Section 8. Section 23.49.058 of the Seattle Municipal Code, last amended by Ordinance 127099, is amended as follows:

23.49.058 Downtown Office Core 1, Downtown Office Core 2, and Downtown Mixed Commercial upper-level development standards

* * *

C. Tower floor area limits and tower width limits for portions of structures in residential use. The requirements of this subsection 23.49.058.C apply only to structures that include portions in residential use above a height of 160 feet, and do not apply in the DMC 170 zone.

1. Maximum limits on average residential gross floor area per story and maximum residential floor area per story of towers are prescribed in Table B for 23.49.058.

Table B for 23.49.058 – Average residential gross floor area per story and maximum residential gross floor area per story of a tower [1]

(1) Zone	(2) Average residential gross floor area limit per story of a tower if height does not exceed the base height limit for residential use	(3) Average residential gross floor area limit per story of a tower if height exceeds the base height limit for residential use	(4) Maximum residential floor area of any story in a tower
DMC 240/290-440 and DMC 340/290-440	((~~10,000~~)) 11,000 square feet	((~~10,700~~)) 11,800 square feet	((~~11,500~~)) 12,700 square feet
DOC2	15,000 square feet	12,700 square feet	16,500 square feet
DOC1	15,000 square feet	14,800 square feet	16,500 square feet

Footnote to Table B for 23.49.058
[1] For the height at which a "tower" begins, see the definition in subsection 23.49.058.A.

a. For structures that do not exceed the base height limit for residential use, each tower is subject to the average floor area per story limits specified in column (2) on Table B for 23.49.058.

b. For structures that exceed the base height limit for residential use according to Chapter 23.58A, the average residential gross floor area per story of each tower is subject to the applicable maximum limit specified in column (3) on Table B for 23.49.058.

c. In no instance shall the residential gross floor area of any story in a tower exceed the applicable maximum limit specified in column (4) on Table B for 23.49.058.

d. Unoccupied space provided for architectural interest pursuant to subsection 23.49.008.B shall not be included in the calculation of gross floor area.

2. Maximum tower width

a. In DMC zones, the maximum facade width for portions of a building above 85 feet along the general north/south axis of a site (parallel to the Avenues) shall be 120 feet or 80 percent of the width of the lot measured on the Avenue, whichever is less, except that:

1) On a lot where the limiting factor is the 80 percent width limit, the maximum facade width is 120 feet, if at all elevations above a height of 85 feet, no more than 50 percent of the area of the lot located within 15 feet of the street lot line(s) is occupied by the structure; and

2) On lots smaller than 10,700 square feet that are bounded on all sides by street right-of-way, the maximum facade width shall be 120 feet.

b. In DOC2 zones, the maximum facade width for portions of a building above 85 feet along the general north/south axis of a site (parallel to the Avenues) shall be 145 feet.

c. In DOC1, the maximum facade width for portions of a building above 85 feet along the general north/south axis of a site (parallel to the Avenues) shall be 160 feet.

d. The projection of unenclosed decks and balconies, and architectural features such as cornices, shall be disregarded in calculating the maximum width of a facade.

D. Tower spacing in DMC zones

1. The requirements of this subsection 23.49.058.D apply to all structures over 160 feet in height in DMC zones, excluding DMC 170 zones, except that no separation is required:

a. Between structures on different blocks, except as may be required by view corridor or designated green street setbacks; or

b. From a structure on the same block that is not located in a DMC zone; or

c. From a structure allowed pursuant to the Land Use Code in effect prior to May 12, 2006; or

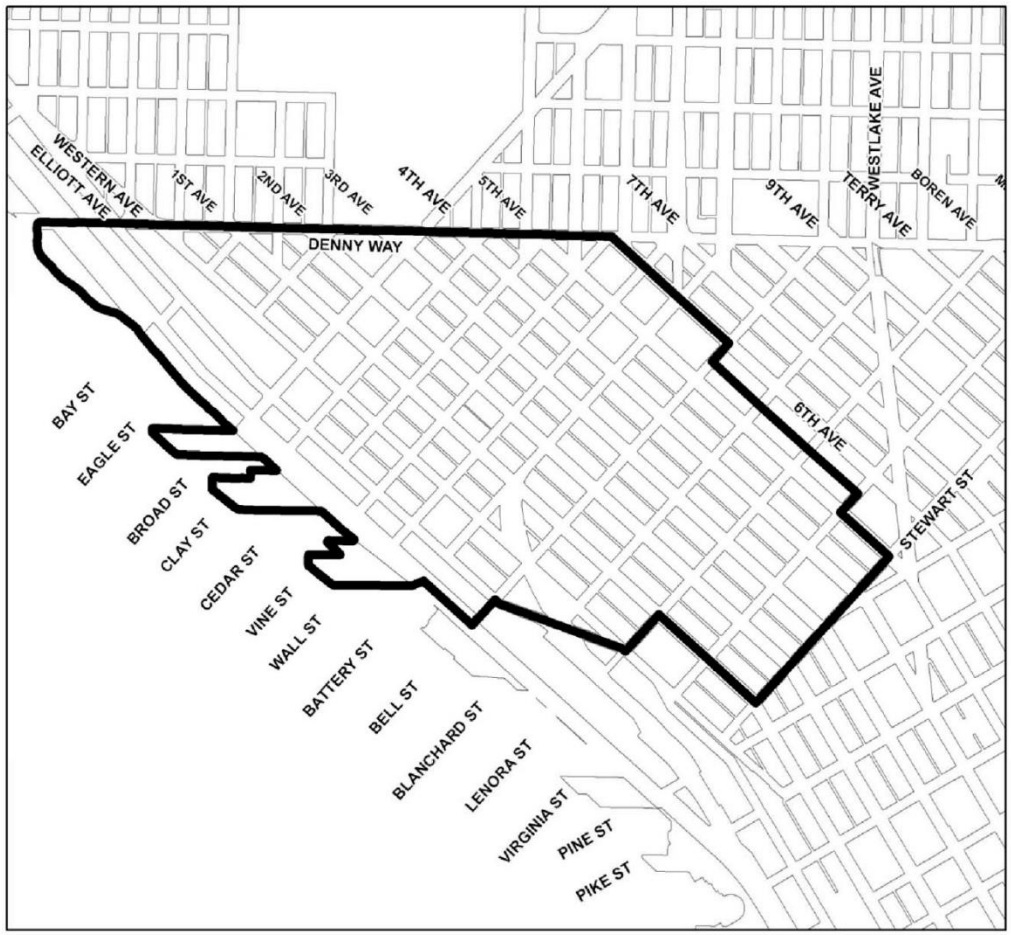
d. From a structure on the same block that is 160 feet in height or less, excluding rooftop features permitted above the applicable height limit for the zone pursuant to Section 23.49.008; or

e. From a structure in a DMC 170.

2. Except as otherwise provided in this subsection 23.49.058.D, in the DMC 240/290-440 zone located between Stewart Street, Union Street, Third Avenue, and First Avenue, if any part of a tower exceeds 160 feet in height, then all portions of the tower that are above 125 feet in height shall be separated from any other existing tower that is above 160 feet in height, and the minimum separation required between towers from all points above the height of 125 feet in each tower is 60 feet.

3. Except as otherwise provided in this subsection 23.49.058.D, in a DMC zone with a mapped height limit of more than 170 feet located either in Belltown, as shown on Map A for 23.49.058, or south of Union Street, if any part of a tower exceeds 160 feet in height, then all portions of the tower that are above 125 feet in height must be separated from any other existing tower that is above 160 feet in height, and the

Map A for 23.49.058
Belltown



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minimum separation required between towers from all points above the height of 125 feet in each tower is ((~~80~~)) 60 feet.

4. Except as otherwise provided in this subsection 23.49.058.D, in a DMC zone with a mapped height limit of more than 170 feet located in the Denny Triangle, as shown on Map A for 23.49.056, if any part of a tower exceeds 160 feet in height, then all portions of the tower that are above 125 feet in height must be separated from any other existing tower that is above 160 feet in height, and the minimum separation required between towers from all points above the height of 125 feet in each tower is 60 feet.

5. The projection of unenclosed decks and balconies, and architectural features such as cornices, shall be disregarded in calculating tower separation.

6. If the presence of an existing tower would preclude the addition of another tower proposed on the same block, as a special exception, the Director may waive or modify the tower spacing requirements of this Section 23.49.058 to allow a maximum of two towers to be located on the same block that are not separated by at least the minimum spacing required in subsections 23.49.058.D.2, 23.49.058.D.3, and 23.49.058.D.4, other than towers described in subsection 23.49.058.D.1. The Director shall determine that issues raised in the design review process related to the presence of the additional tower have been adequately addressed before granting any exceptions to tower spacing standards. The Director shall consider the following factors in determining whether such an exception shall be granted:

a. Potential impact of the additional tower on adjacent residential structures, located within the same block and on adjacent blocks, in terms of views, privacy, and shadows;

b. Aspects of the proposal that offset the impact of the reduction in required separation between towers, including the provision of public open space, designated green street or other streetscape improvements, and preservation of Landmark structures;

c. Potential impact on the public environment, including shadow and view impacts on nearby streets and public open spaces;

d. Design characteristics of the additional tower in terms of overall bulk and massing, facade treatments and transparency, visual interest, and other features that may offset impacts related to the reduction in required separation between towers;

e. The City's goal of encouraging residential development downtown; and

f. The feasibility of developing the site without an exception from the tower spacing requirement.

7. For purposes of this Section 23.49.058 a tower is considered to be "existing" and must be taken into consideration when other towers are proposed, under any of the following circumstances:

a. The tower is physically present, except that a tower that is physically present is not considered "existing" if the owner of the lot where the tower is located has applied to the Director for a permit to demolish the tower and provided that the no building permit for the proposed tower is issued until the demolition of the tower that is physically present has been completed;

b. The tower is a proposed tower for which a complete application for a Master Use Permit or building permit has been submitted, provided that:

1) The application has not been withdrawn or cancelled without the tower having been constructed; and

2) If a decision on that application has been published or a permit on the application has been issued, the decision or permit has not expired, and has not been withdrawn, cancelled, or invalidated, without the tower having been constructed.

c. The tower is a proposed tower for which a complete application for early design guidance has been filed and a complete application for a Master Use Permit or building permit has not been submitted, provided that the early design guidance application will not qualify a proposed tower as an existing tower if a complete Master Use Permit application is not submitted within 90 days of the date of the early design guidance public meeting if one is required, or within 90 days of the date the Director provides guidance if no early design meeting is required, or within 150 days of the first early design guidance public meeting if more than one early design guidance public meeting is held. Failure to file a complete Master Use Permit application within 12 months of filing a complete application for early design guidance or from the effective date of this ordinance shall disqualify a proposed tower from being considered an existing tower.

* * *

Section 9. Section 23.49.158 of the Seattle Municipal Code, last amended by Ordinance 125371, is amended as follows:

23.49.158 Downtown Mixed Residential, coverage and floor size limits

A. Coverage

1. Except on lots located in DMR/R 95/65 zones, and except as provided in subsection 23.49.158.C, portions of structures above 65 feet shall not exceed the coverage limits in Table A for 23.49.158:

Table A for 23.49.158 – Percent coverage permitted by lot size

Elevation of portion of structure (in feet)	0—19,000 square feet	19,001—25,000 square feet	25,001—38,000 square feet	Greater than 38,000 square feet
65 or less	100%	100%	100%	100%
Greater than 65 up to 85 (1)	75%	65%	55%	45%
Greater than 85 up to 145 (1)	65%	55%	50%	40%
Greater than 145 up to 280 (1)	Not applicable	45%	40%	35%

Footnote to Table A for 23.49.158

(1) The percent coverage permitted is five percentage points more than the number indicated in the row of the table, for development applications in the area north of Lenora Street and west of 4th Avenue that are submitted before January 1, 2029.

2. In order to meet the coverage limits, a lot may be combined with one or more abutting lots, whether occupied by existing structures or not, provided that:

a. The coverage of all structures on the lots does not exceed any of the applicable limits set in this subsection 23.49.158.A; and

b. The fee owners of the abutting lot(s) execute a deed or other agreement, recorded with the King County Recorder's Office as an encumbrance on the lots, that restricts future development so that in combination with the other lots, the coverage limits will not be exceeded.

B. Story size. Each story in portions of structures above 145 feet in height shall have a maximum gross floor area of 8,800 square feet, except that for development applications north of Lenora Street and west of 4th Avenue that are submitted before January 1, 2029 the maximum gross floor area is 10,700 square feet.

* * *

Section 10. The Official Land Use Map, Chapter 23.32 of the Seattle Municipal Code, is amended to rezone properties identified on pages 60, 76, 109, 112, and 188 of the Official Land Use Map as shown on Attachments 2, 3, 4, 5 and 6 attached to this ordinance.

Attachments:

Attachment 1 – Eligible Areas For Residential Height Limit Increase

Attachment 2 – Fremont / Stone Way Rezone Map

Attachment 3 – Downtown Retail Core Rezone Map

Attachment 4 – University District Rezone Map

Attachment 5 – Rainier Beach Rezone Map

Attachment 6 – Madison / Miller Rezone Map

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

Passed by the City Council and signed in open session in authentication of its passage on _____.

_____

President _____ of the City Council

_____ on _____.

_____

Katie B. Wilson, Mayor

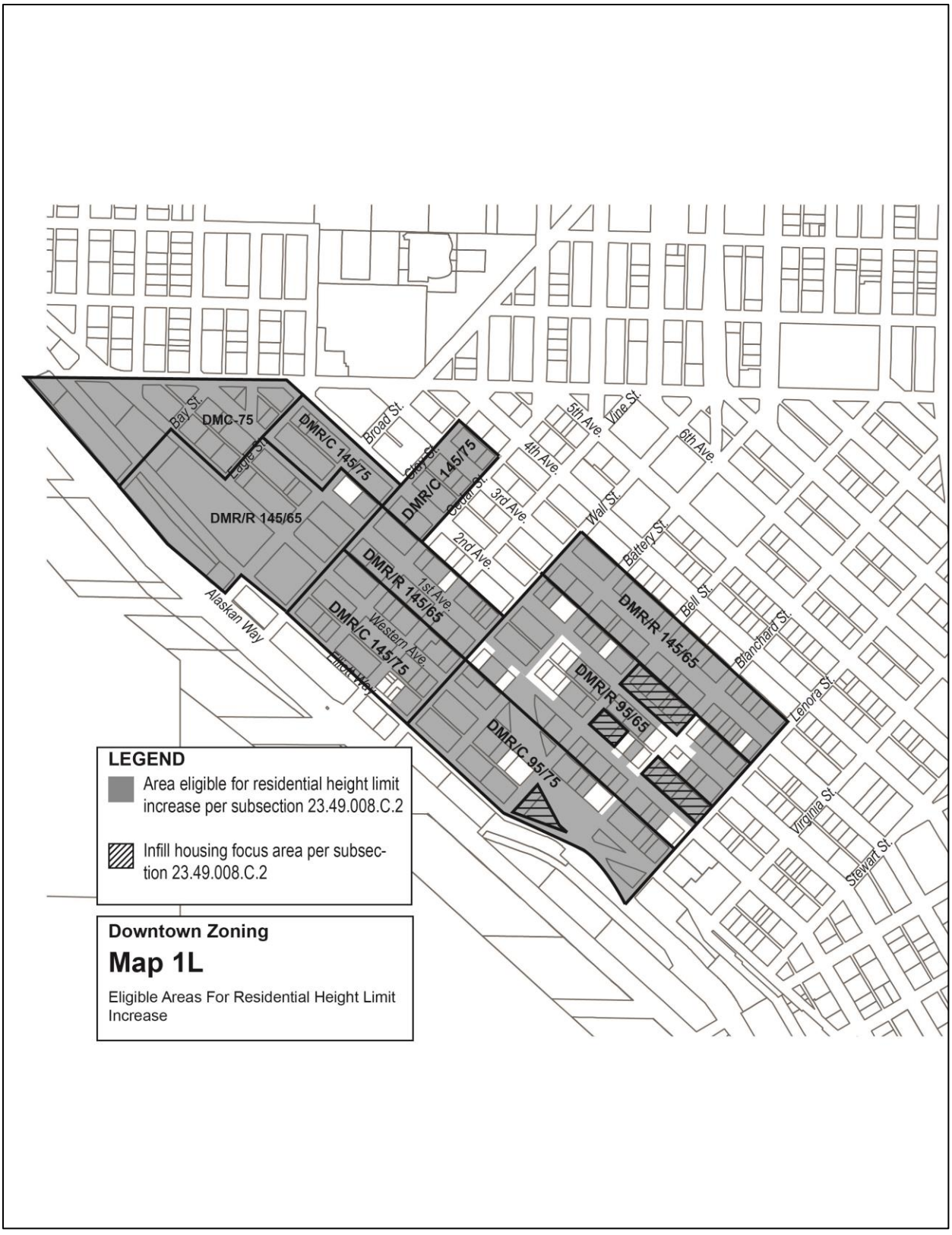
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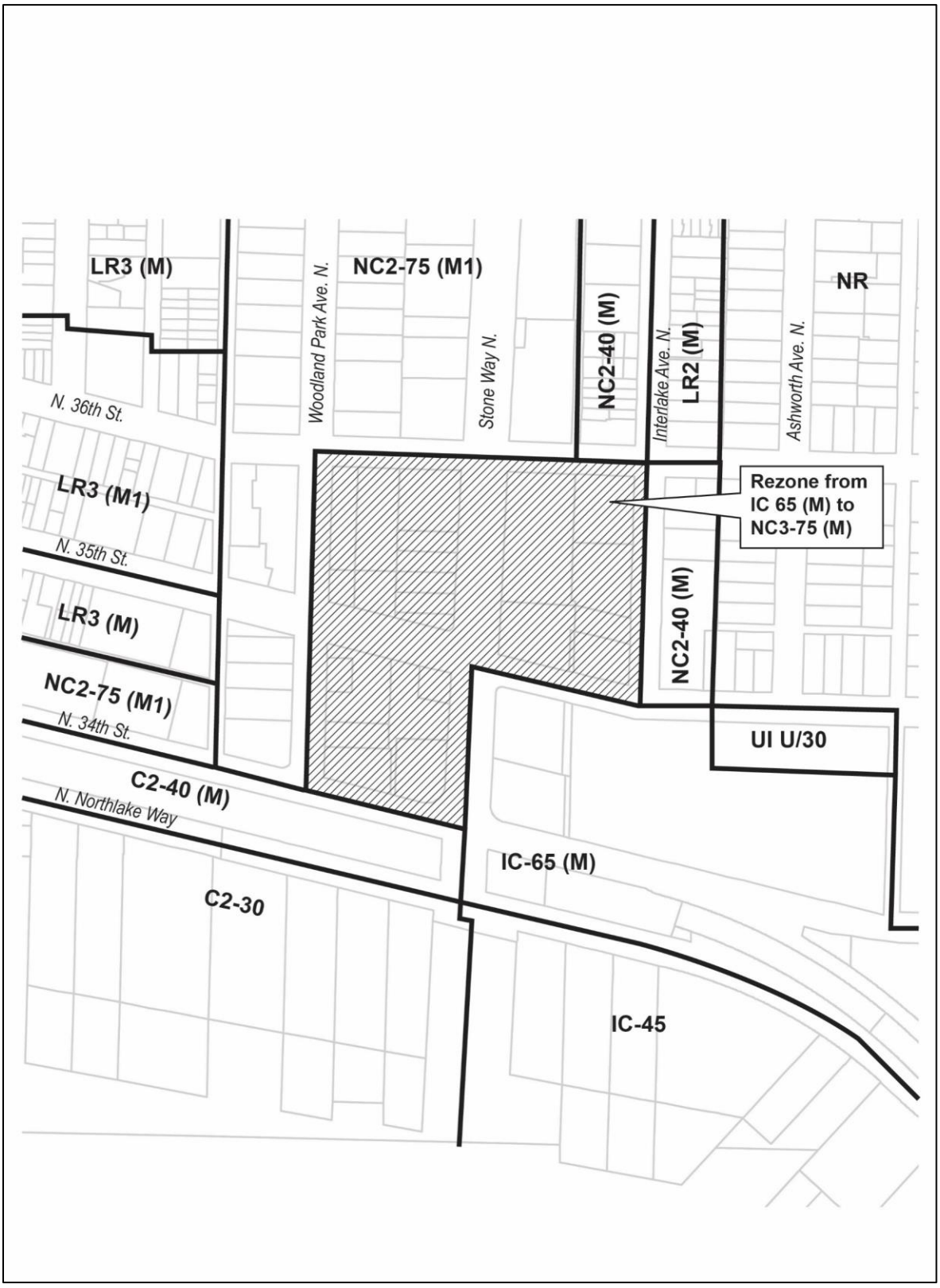
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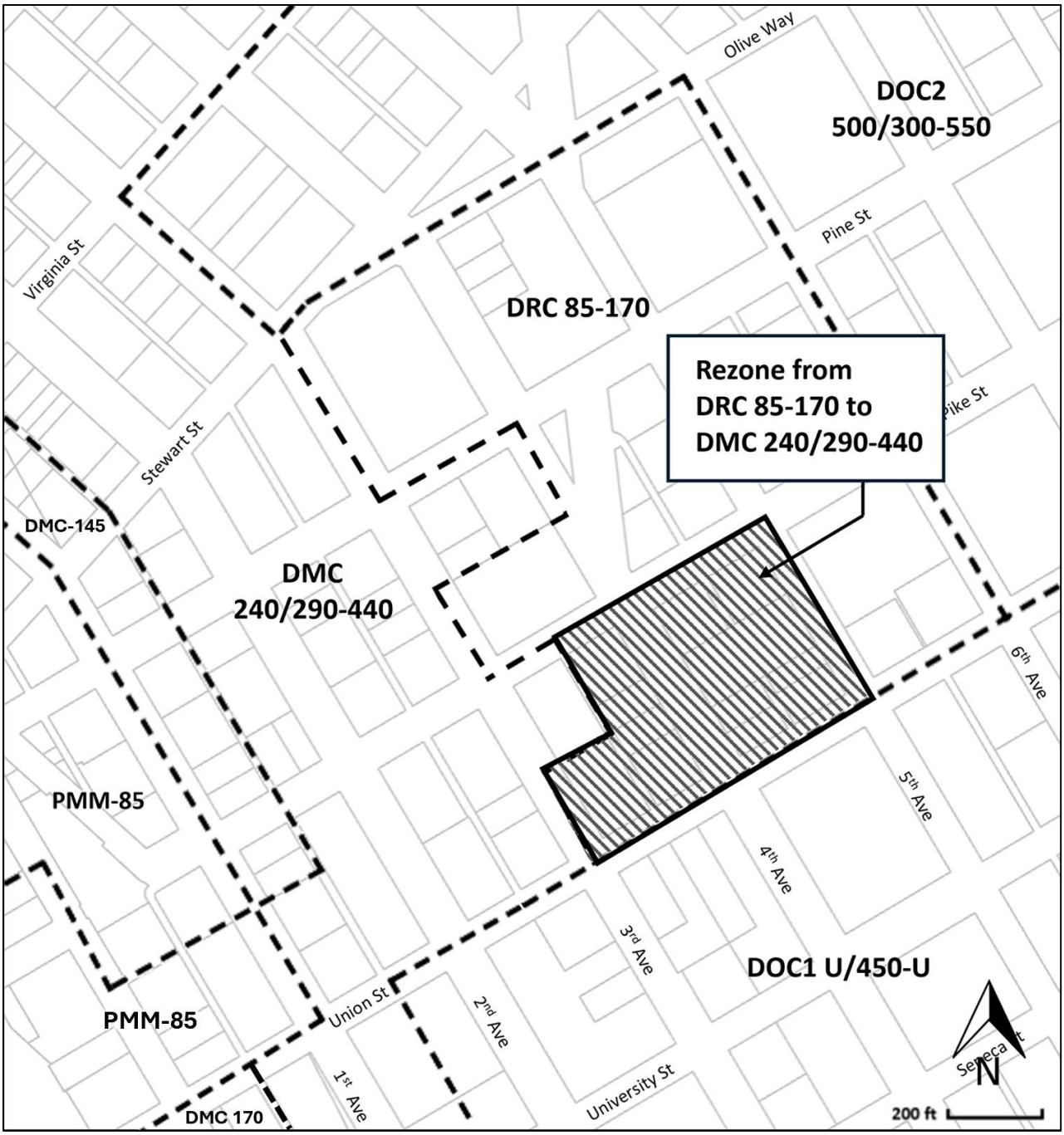
Att 1 – Eligible Areas For Residential Height Limit Increase
V1



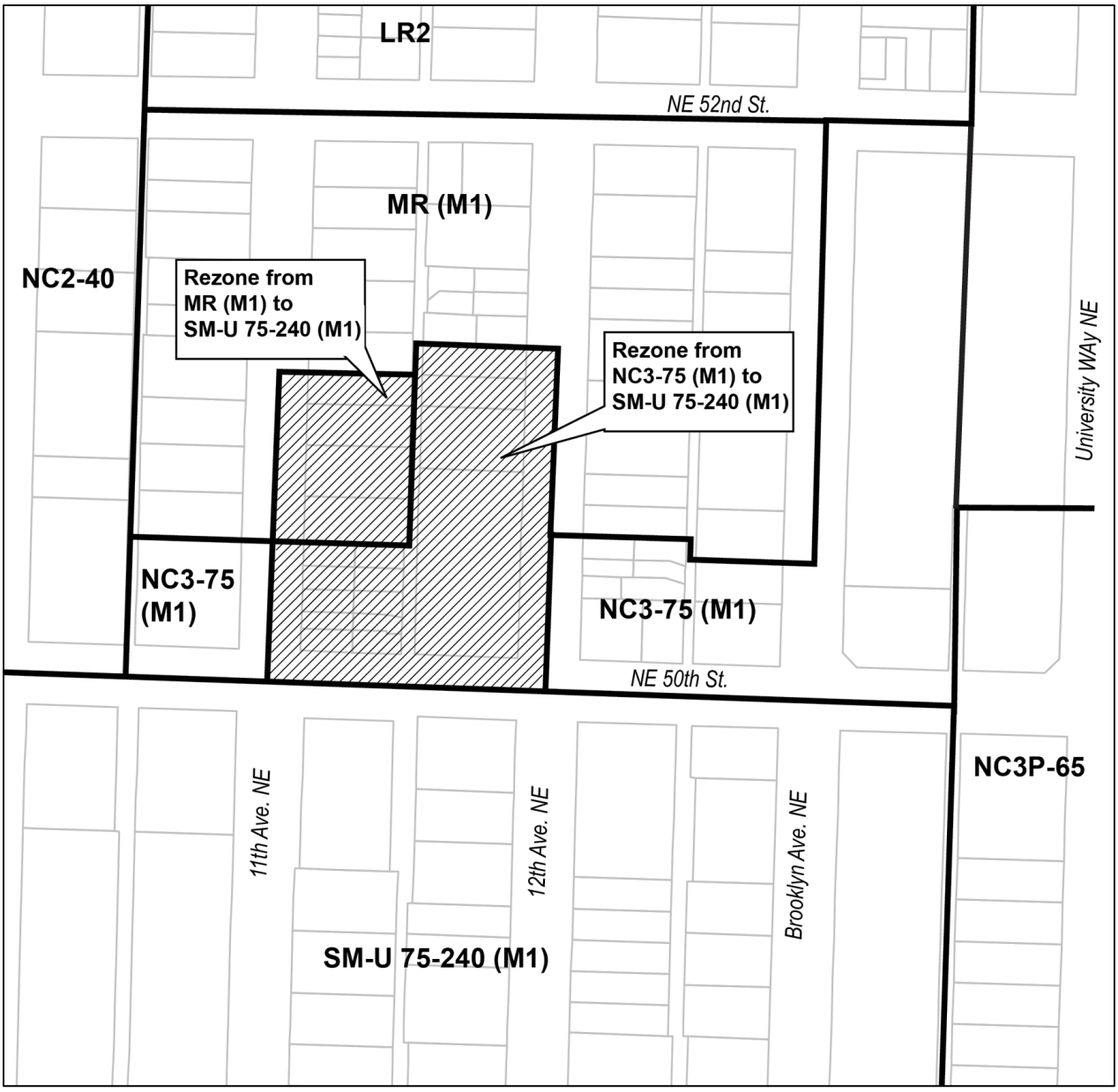
Att 2 – Fremont / Stone Way Rezone Map
V1



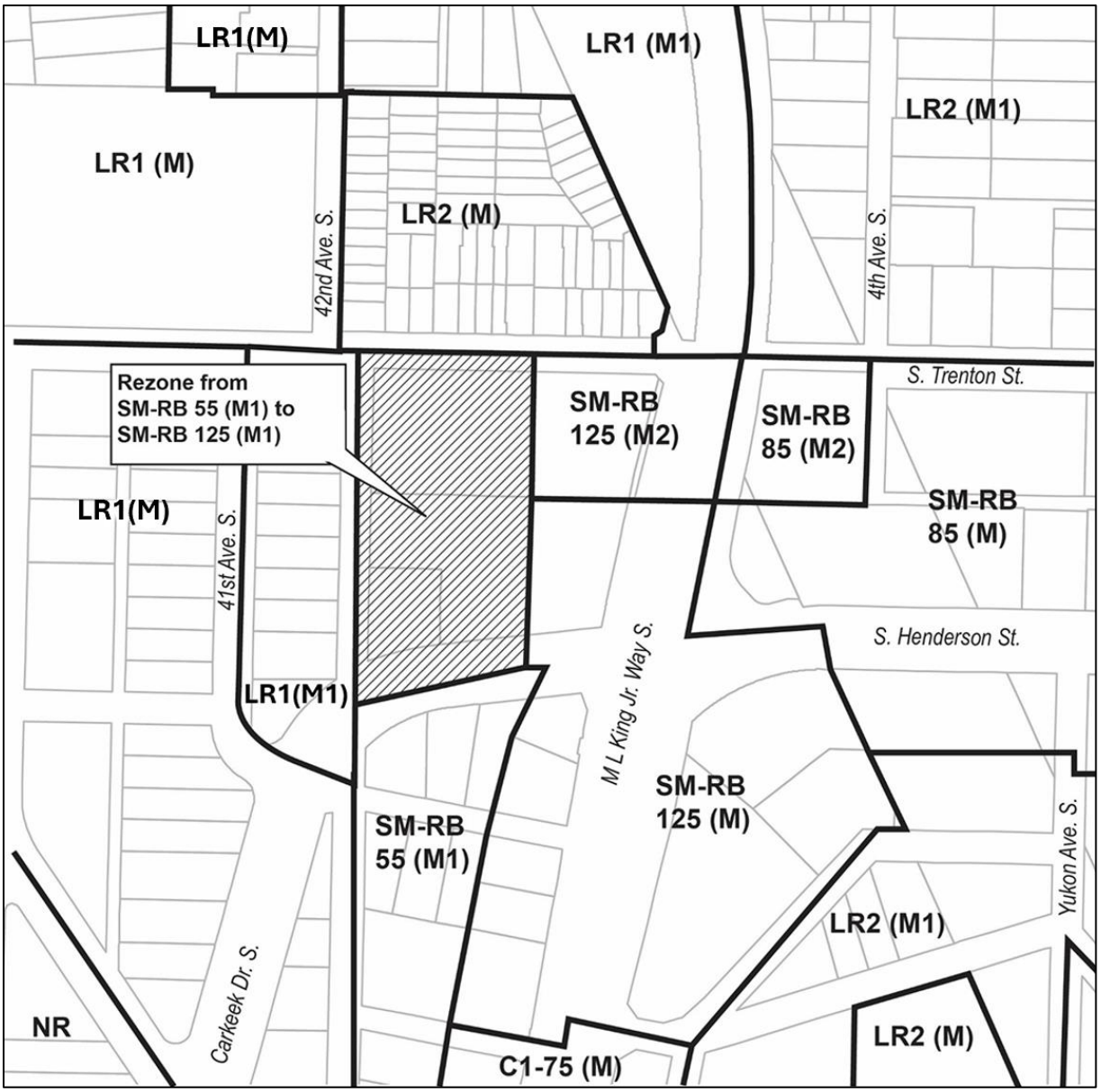
Att 3 – Downtown Retail Core Rezone Map
V1



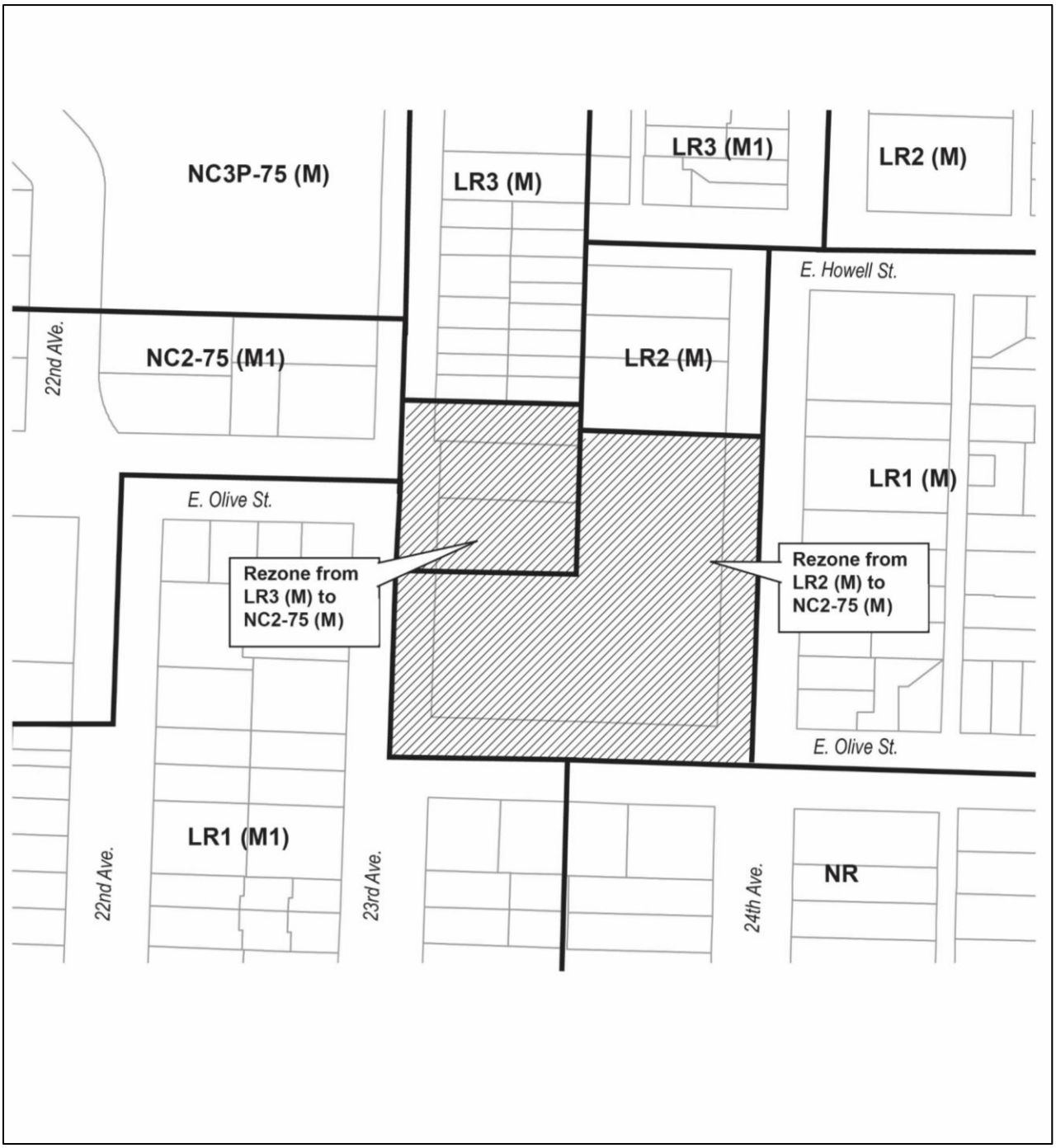
Att 4 – University District Rezone Map
V1



Att 5 – Rainier Beach Rezone Map
V1



Att 6 – Madison / Miller Rezone Map
V1



Summary and Fiscal Note

1. Legislation Summary

Department: Office of Planning and Community Development

Title: An ordinance relating to land use and zoning; rezoning certain land in the University District, the Fremont neighborhood, the Madison/Miller neighborhood, the Rainier Beach neighborhood, and the Downtown neighborhood; rezoning land and amending development standards to increase housing supply, support multi-purpose redevelopment on certain sites with community-based uses, remove code barriers to passive house, modular, and mass timber construction and to conversion from commercial space to housing in more zones, and incentivize community-serving uses along with the construction of more housing in certain areas; amending Sections 23.40.080, 23.47A.009, 23.49.008, 23.49.011, 23.49.036, 23.49.058, and 23.49.158 of the Seattle Municipal Code; adding a new Section 23.40.090 to the Seattle Municipal Code; adding a new Map 1L to Chapter 23.49 of the Seattle Municipal Code; and amending Chapter 23.32 of the Seattle Municipal Code at pages 60, 76, 109, 112, and 188 of the Official Land Use Map.

Background: This legislation changes the City's land use code and zoning to support near-term investment in additional housing supply. The City is working to dramatically expand housing production, choice and affordability through its Seattle Comprehensive Plan update and implementing zoning changes that will occur over the next year. There is also a need to increase housing production now, while broader changes make their way through the process.

This legislation is focused on areas that have unique opportunities to create new housing production without causing displacement pressure. These changes include affordable housing through application of the City's Mandatory Housing Affordability (MHA) requirements. In total, the legislation is projected to generate an additional 3,000 – 4,000 new homes in the next decade.

This legislation consists of seven components:

- Fremont / Stone Way Rezone – Rezones land at the southern end of the Stone Way corridor, from the Industrial Commercial zone with a 65-foot height limit (IC-65) to the Neighborhood Commercial 3 zone with a 75-foot height limit (NC3-75), to unlock infill housing opportunities near major employment centers.
- Downtown Retail Core (DRC) Expansion – Expands an existing 2023 rezone along Union Street, from the existing Downtown Retail Core (DRC) zone to the Downtown Mixed Commercial (DMC 240/290-440) zone, to allow residential towers and incentivize adaptive reuse of underutilized office buildings for housing.
- Community-Based Uses Rezone Sites – Rezones and amends development standards for areas that include ownership by nonprofit and public entities in Rainier Beach, the University District, and Madison/Miller, and adjusts Planned Community Development (PCD) standards to facilitate redevelopment on larger nonprofit-owned parcels.
- Removes code barriers to passive house, modular and mass timber construction – Second Substitute House Bill (2SHB) 1183 adopted during the 2025 State legislative session calls on cities to amend their zoning codes to remove façade modulation and upper-level setback requirements for buildings constructed using passive house, modular, or mass timber construction, and for affordable housing. Although these changes are not required for five years, this legislation implements them now as a measure to spur housing production using innovative construction methods.
- Belltown Zoning Changes – Increases height limits for residential uses by 50–100 feet and makes related adjustments to development standards in Belltown. These changes would be time-limited (three years), pending broader Downtown planning updates.
- Removes code barriers to conversion from commercial space to housing in more zones. During 2024, the City passed legislation removing zoning barriers to the conversion of existing commercial structures to housing. That legislation focused on downtown and other zones with a lot of commercial and office uses. However, the State legislation, (HB 1042) calls on cities to remove barriers in all zones that allow housing. This legislation makes technical changes to add Lowrise (LR) and Neighborhood Residential (NR) to the list of zones that have development standards waivers for conversion of existing commercial structures to housing.
- Lake City – Incentivize grocery store retention and housing. Grocery and pharmacy closures are causing the neighborhood to lose convenient access to food and medicines. To encourage inclusion of grocery and pharmacy space in new developments, in Neighborhood Commercial 55 (NC-55) zones in Lake City, this legislation provides height limit exceptions of up to 30 feet for development on very large sites only (exceeding 100,000 square feet) and provides a floor area ratio (FAR) bonus of 2.0, for development that includes a grocery, pharmacy, or other community-supportive uses on site, and 200 or more homes.

Summary Attachments:

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☐ Yes

☒ No

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts.

No significant financial impacts are anticipated. Minor one-time cost impacts are described below.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs?

Implementation will require coordination with the Seattle Department of Construction and Inspections (SDCI) to update zoning maps, modify permit-tracking systems, and update GIS and municipal code data. The scope of work includes:

- Updating zoning maps for Fremont, Downtown Retail Core, University District, Madison/Miller, Rainier Beach, and Belltown.
- Training permit review staff about code changes that waive certain development standards for mass timber, modular, and Passive House construction.
- Training permit review staff about the extensions of development standards waivers for conversion of commercial structure to housing in LR and NR zones.
- Training permit review staff about the specialized development standards that will apply in the Lake City area.

SDCI estimates that the mapping changes will require approximately 25 hours of GIS and system work to update Geocortex, Accela, public GIS layers, and Municode, resulting in a total cost of $3,500 at $140/hour. The training of permit review staff will occur during ongoing monthly interdepartmental code coordination meetings. These costs can be absorbed within the workloads of existing staff, but they are costs not covered by permit revenues and must be covered by hours billed to the General Fund.

c. What financial costs or other impacts might happen if this legislation is not implemented?

None.

d. How might this legislation affect other City departments besides the one that proposed it?

The legislation primarily affects SDCI which will incorporate the code amendments into permit review and tracking systems and will make mapping amendments. No additional staffing or ongoing costs are anticipated.

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4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☒ Yes

☒ No

OPCD issued a SEPA Determination of Non-Significance (DNS) on September 22, 2025, and a Revised DNS on October 14, 2025, both of which were published in the Daily Journal of Commerce and the City's Land Use Information Bulletin. A public hearing notice will also be published in the DJC and the LUIB at least 30 days prior to a City Council public hearing on the proposal.

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

Yes, the ordinance includes amendments to the Official Land Use Map for multiple rezone areas in Fremont, the Downtown Retail Core, the University District,

Madison/Miller, Rainier Beach, Belltown, and Lake City. See attached Director's Report for zoning maps.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community.

This legislation is not expected to have adverse impacts on vulnerable or historically disadvantaged communities. This legislation focuses on areas with strong access to transit, services, and existing infrastructure, and is designed to expand overall housing opportunities while minimizing displacement risk.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation.

None.

3. What is the Language Access Plan for communicating with the public about this legislation?

No separate language access plan is anticipated. Should future public materials or engagement occur related to implementation, OPCD and SDCI will follow the City's existing Language Access policies to ensure accessibility for limited-English-proficient residents.

e. Climate change impacts:

1. **Emissions**: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer.

This legislation is not expected to materially increase carbon emissions. It does not alter the City's Energy Code or building energy performance requirements. Individual projects subject to this legislation will continue to be reviewed under applicable codes at the permit stage. In cases where older buildings are converted to housing, upgrades to building systems and envelopes are expected to reduce energy use and greenhouse gas emissions. This legislation does not substantially affect vehicle trip generation because it primarily affects existing developed areas. This legislation is intended to provide more housing in the City. To the extent more housing is provided closer to employment centers the legislation could potentially decrease overall emissions compared to the absence of the legislation if fewer or shorter trips between housing and jobs are a result of the legislation.

2. **Resiliency**: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact.

The legislation is not expected to increase or decrease Seattle's overall resiliency in a material or significant way.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress?

N/A.

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization?

No.

File #: CB 121204, **Version:** 1

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The City of Seattle

Ordinance

Council Bill

An ordinance relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to grant an easement over a portion of fee owned property to Puget Sound Energy; and accepting payment of the fair market value for the easement.

Recitals:

WHEREAS, the City Light Department (City Light) operates a public power system for The City of Seattle and surrounding communities, including fee owned transmission corridor through the City of Bellevue.

WHEREAS, City Light owns property abutting 3105 125th Ave SE Bellevue, WA 98005, identified as King County Parcel Number 092405-9143, which is used as part of the electric transmission corridor through a portion of the City of Bellevue, as legally described in Attachment 1 to this ordinance.

WHEREAS, City Light acquired the property from King County, Washington on February 7, 1950.

WHEREAS, City Light and T-Mobile are party to a Wireless Communications Site Agreement (identified as 240509-2-602), which provided for the construction and operation of an unmanned telecommunications facility on City Light fee owned property, originally executed August 9, 2002, and last extended for a five-year period on October 30, 2022.

WHEREAS, T-Mobile wishes to upgrades its facilities, including the addition of a gas-powered generator, and Puget Sound Energy and T-Mobile agree that Puget Sound Energy shall improve the easement area of 900 square feet as described in Attachment 2, Exhibit A to provide an underground gas line to serve the T-Mobile telecommunications facility.

WHEREAS, Puget Sound Energy wishes to purchase the necessary easement rights from City Light and City Light wishes to sell the necessary rights and grant an easement to Puget Sound Energy for the sum of $6,800, which represents fair market value of the easement rights. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Certain property rights associated with City Light property are no longer needed for City Light's utility purposes and are approved for sale at fair market value.

Section 2. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to enter into the necessary agreements with Puget Sound Energy for the sale and grant of an easement in substantially the form presented as Attachment 1 to this ordinance, and to record the document with the King County Recorder.

Section 3. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to make minor modifications to the easement as necessary to carry out the purposes of this ordinance, subject to approval by the City Attorney as to form.

Section 4. The General Manager and Chief Executive Officer of the City Light Department or designee is authorized to accept payment of $6,800 for the sale of the easement and deposit the payment into the Light Fund.

Attachments:

Attachment 1 - Legal Description of Seattle City Light Property Parcel 0924059143

Attachment 2 - Puget Sound Energy Easement with Exhibits

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

Passed by the City Council and signed in open session in authentication of its passage on .

President of the City Council
on .

Katie B. Wilson, Mayor

Attested on .

Scheereen Dedman, City Clerk

Seal

EXHIBIT A

LEGAL DESCRIPTION OF FEE OWNED PROPERTY

That portion of Section 9, Township 24 North, Range 5 East, W.M., described as follows: Beginning at the center of Section 9, Township 24 North, Range 5 East. W.M.: thence North 89°03' West along the East and West center line of said Section, 127.52 feet; thence North 5°09'57" West 238.73 feet; thence North 0°16'18" East 415.8 feet to the North line of SE ¼ of SE ¼ of NW ¼ of said Section; thence South 89°11' East along the North line of SE ¼ of SE ¼ of NW ¼ of said Section; 150 feet to the Northeast Corner of SE ¼ of SE ¼ of NW ¼ of said section; thence South 0°16'18" West along the North and South center line of said Section 653.52 feet to the true point of beginning, except portion in State Highway.

When recorded, return to:
SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue SMT 3319
P.O. Box 34023
Seattle, WA 98124-4023

EASEMENT- (Underground Gas Facilities)
Reference #:
Grantor: The City of Seattle
Grantee: Puget Sound Energy, Inc.
Short Legal: PTN NW-NE –SEC-9, T-24N, R-5E
Tax Parcel #: 092405-9143

THIS NON-EXCLUSIVE EASEMENT AGREEMENT is made this _____ day of _____, 2026, between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the Grantor and PUGET SOUND ENERGY, INC. (PSE); hereafter referred to as the Grantee; AS FOLLOWS:

That the Grantor, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the perpetual right, privilege and authority (an "Easement") to install, construct, replace, improve, inspect, upgrade, remove, erect, alter, repair, pressurize, operate, maintain and extend natural gas transmission and distribution facilities which may consist of: Pipes, pipelines, mains, laterals, conduits, regulators, gauges, meters and rectifiers for gas, natural gas generator, concrete pad, and wooden fence upon; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing (the "Improvements") over, along, in, upon, under, across and through, and the non-exclusive right of ingress to and egress from the following described lands and premises (the "Property") situated in the County of King, State of Washington:

That portion of Section 9, Township 24 North, Range 5 East, W.M., described as follows: Beginning at the center of Section 9, Township 24 North, Range 5 East. W.M.: thence North 89°03' West along the East and West center line of said Section, 127.52 feet; thence North 5°09'57" West 238.73 feet; thence North 0°16'18" East 415.8 feet to the North line of SE ¼ of SE ¼ of NW ¼ of said Section; thence South 89°11' East along the North line of SE ¼ of SE ¼ of NW ¼ of said Section; 150 feet to the Northeast Corner of SE ¼ of SE ¼ of NW ¼ of said section; thence South 0°16'18" West along the North and South center line of said Section 653.52 feet to the true point of beginning, except portion in State Highway.

Except as otherwise set forth herein, Grantee's rights shall be exercised upon those portions of the Property visually depicted on Exhibit A and described on Exhibit B attached hereto and incorporated herein ("Easement Areas")

1. The Grantee shall construct and maintain the Improvements at its sole cost and expense.

2. The Grantee shall not at any time interfere with Grantor's access to and over the Easement Areas.

3. Grantee's use of the Easement Areas shall not interfere with the Grantor's use of the transmission right-of-way.

4. No buildings or structures other than the Improvements shall be allowed on the Property.

5. Should any of the Grantor's facilities be damaged or disturbed by reason of construction, maintenance, operation or use of the Easement Areas by the Grantee, the Grantor may repair or restore such facilities, and the Grantee shall pay the actual and reasonable cost to repair or restore Grantor's facilities to the condition existing immediately prior to such damage or disturbance.

6. The Grantee agrees that the Grantor shall not be responsible for any loss or damage done to Grantee's Improvements by reason of any construction, maintenance, alteration or improvements performed on Property by the Grantor, its agents or representatives, provided Grantor adheres to all laws and regulations in carrying out such construction, maintenance, alteration or improvement and reasonably attempts to mitigate such loss or damage.

7. The Grantee agrees to indemnify and save harmless the Grantor from any and all claims, actions, or damages of any kind or description which may accrue to or be suffered by any person or persons or property by reason of construction, maintenance, operation or use of the Easement Areas by the Grantee, its successors or assigns. In the case of any suit or action brought against the Grantor by reason thereof, the Grantee, its successors or assigns, will, upon notice to Grantor of the commencement thereof, defend such suit or action at its sole cost and expense and will fully satisfy the final judgement rendered in any such action, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such claims, actions, damages, or judgments attributable to the negligence of Grantor.

8. This Easement Agreement is subject to existing easements of record.

9. In the event Grantee, its successors or assigns, ceases use or occupancy of the Easement Areas for a consecutive period of five years, this Easement Agreement shall terminate and revert to the Grantor, its successor or assign.

10. Grantee shall have the right to cut, trim, remove, and dispose of any and all brush, trees, or other vegetation located in the Easement Areas necessary to exercise the rights granted by this Easement Agreement. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of such brush, trees, or other vegetation in the Easement Areas. Grantee shall comply with all applicable laws. Grantee will, at its own cost and expense, obtain all necessary permits and authorizations for all easement clearing and maintenance performed by Grantee or its contractor within the Easement Areas.

11. Grantee shall at its own cost and expense restore landscaping and surfaces and portions of the Property affected by Grantee's work in the Easement Areas to the condition existing immediately prior to such work. Grantee shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of Grantee's work.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR: The City of Seattle

BY:_____

PRINT NAME:_____

ITS: _____(TITLE)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____day of _____, 2026, before me personally appeared _____(print name), to me known to be the _____(title) of, a Washington corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of, a Washington corporation for the uses and purposes therein mentioned, and on oath stated that _____was authorized to execute said instrument on behalf of, a Washington corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at:_____
My commission expires:_____

GRANTEE: Puget Sound Energy, Inc.

BY:_____

PRINT NAME:_____

ITS: _____(TITLE)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____day of _____, 2026, before me personally appeared _____ (print name), to me known to be the _____ (title) of, a Washington corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of, a Washington corporation for the uses and purposes therein mentioned, and on oath stated that _____was authorized to execute said instrument on behalf of, a Washington corporation.

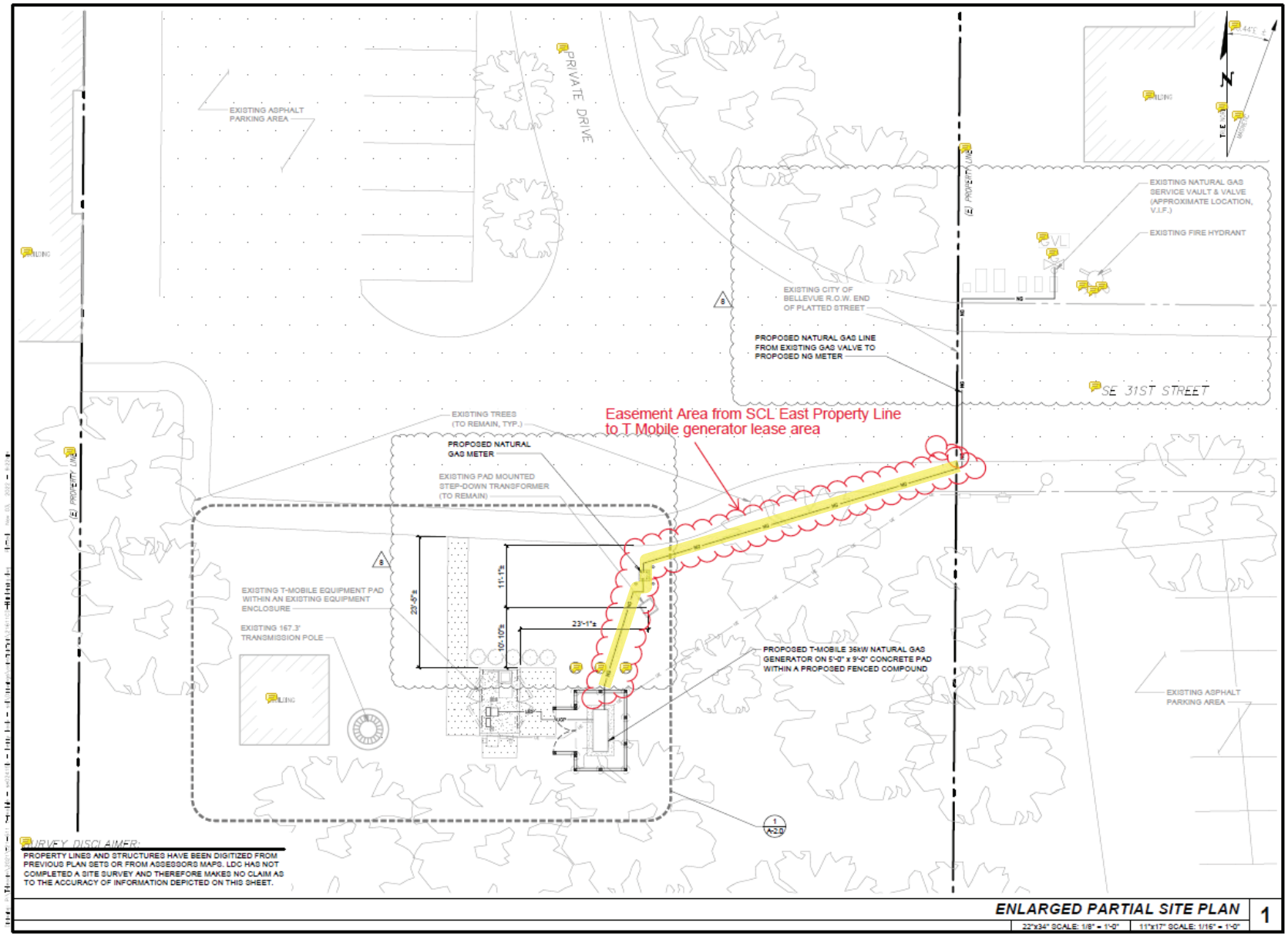
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(notary seal)

Signature: _____

Print name: _____
Notary Public in and for the State of Washington
Residing at:_____
My commission expires:_____

Exhibit A



Proposed Easement Area

Kidder Mathews
Valuation Advisory Services

Exhibit B

Legal Description of the Easement Area

A TRACT OF LAND IN THAT PORTION OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

SAID TRACT BEING A 10 FOOT WIDE STRIP OF LAND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9, SOUTH 01 °15'28" WEST, 208.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 78°49'34" WEST, 64.89 FEET; THENCE SOUTH 19°11'43" WEST, 21.17 FEET TO THE FENCE AROUND A GENERATOR AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SIDELINES TO THE LENGTHENED OR SHORTENED TO CONNECT WITH EACH OTHER AND TO TERMINATE AT THE FENCE FOR THE GENERATOR AND THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9.

Summary and Fiscal Note

1. Legislation Summary

Department: Seattle City Light

Title: AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to grant an easement over a portion of fee owned property to Puget Sound Energy; and accepting payment of the fair market value for the easement.

Background: Seattle City Light owns property abutting 3105 125th Avenue SE in Bellevue, Washington. This land is used for an electric transmission corridor through a portion of the City of Bellevue. T-Mobile currently has a Wireless Communications Site Agreement with Seattle City Light to affix and operate telecommunication facilities to Seattle City Light's transmission tower. T-Mobile is requesting that Puget Sound Energy provide an underground gas line to power a generator for the telecommunications facility, a use which requires use of 900 square feet of Seattle City Light property. T-Mobile has offered to pay a one-time fee of $6,800, which represents fair market value for the rights and property associated with an easement area of 900 square feet. Rights will be assigned to Puget Sound Energy as the provider of the underground gas line.

Summary Attachments: Summary Attachment 1 – Map of SCL Parcel 0924059143

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2. Capital Improvement Program (CIP)

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

☐ Yes

☒ No

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3. Summary of Financial Implications

Does this legislation have financial impacts to the City?

☒ Yes

☐ No

a. Expenditure Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.

b. Expenditure Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.

c. Revenue Change to General Fund

2026	2027 est.	2028 est.	2029 est.	2030 est.
$6800.00				

d. Revenue Change to Other Funds

2026	2027 est.	2028 est.	2029 est.	2030 est.

e. Number of Positions

2026	2027 est.	2028 est.	2029 est.	2030 est.

f. Total Full-Time Employee (FTE) Change

2026	2027 est.	2028 est.	2029 est.	2030 est.

3a. Appropriations

This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept.	Budget Control Level (BCL) Name/Number	2026 Appropriation Change	2027 Estimated Appropriation Change

TOTAL 2026 Appropriation Changes	TOTAL 2027 Estimated Appropriation Changes

3b. 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	2026 Revenue	2027 Estimated Revenue
Light Fund (41000)	SCL	Sale of Land and Buildings	$6800.00	

TOTAL 2026 Revenue	TOTAL 2027 Estimated Revenue
$6800.00	

Revenue/Reimbursement Notes:

Appraised fair market value of the easement property rights for the 900 square feet is $6,800, to be paid into the Light Fund (41000).

3c. Positions

This legislation adds, changes, or deletes positions.

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

Position Number for Existing Positions	Individual Position Title & Department	Fund Name & Number	Program & BCL	Part-Time (PT) or Full-Time (FT)	2026 Positions	2026 FTE	Does it sunset?

TOTAL Part-Time (PT) or Full-Time (FT)	TOTAL 2026 Positions	TOTAL 2026 FTE	TOTAL Sunset Positions

If there is one or more sunsetting position or other notes, please explain:

3d. Other Financial Impacts

a. Does this legislation create any other financial impacts for The City of Seattle, such as direct or indirect costs, one-time or ongoing, that aren't mentioned above? If yes, please explain these impacts. None.

b. If the legislation has costs that can be covered within the current budget, explain how. Does the department have extra resources in its budget to handle these costs? Or does the department need to shift resources away from other work to handle these costs? N/A.

c. What financial costs or other impacts might happen if this legislation is not implemented?

Not implementing the legislation would delay T-Mobile's ability to upgrade power to their equipment located on City Light property under a Wireless Communications Site Agreement and delay City Light's just compensation.

d. How might this legislation affect other City departments besides the one that proposed it? N/A.

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4. Other Impacts

a. Does this legislation require a public hearing?

☒ Yes

☒ No

b. Does this legislation require a notice to be published in The Daily Journal of Commerce and/or The Seattle Times?

☐ Yes

☒ No

c. Does this legislation affect a piece of property? Yes. See Summary Attachment 1 for a map of the property.

d. Race and Social Justice Initiative impacts:

1. How does this legislation affect vulnerable or historically disadvantaged communities? How did you come to this conclusion? Please consider both impacts within City government (like employees and internal programs) and in the broader community. No impact.

2. Please attach any Racial Equity Toolkits or other racial equity analyses used to develop or assess this legislation. N/A.

3. What is the Language Access Plan for communicating with the public about this legislation? N/A.

e. Climate change impacts:

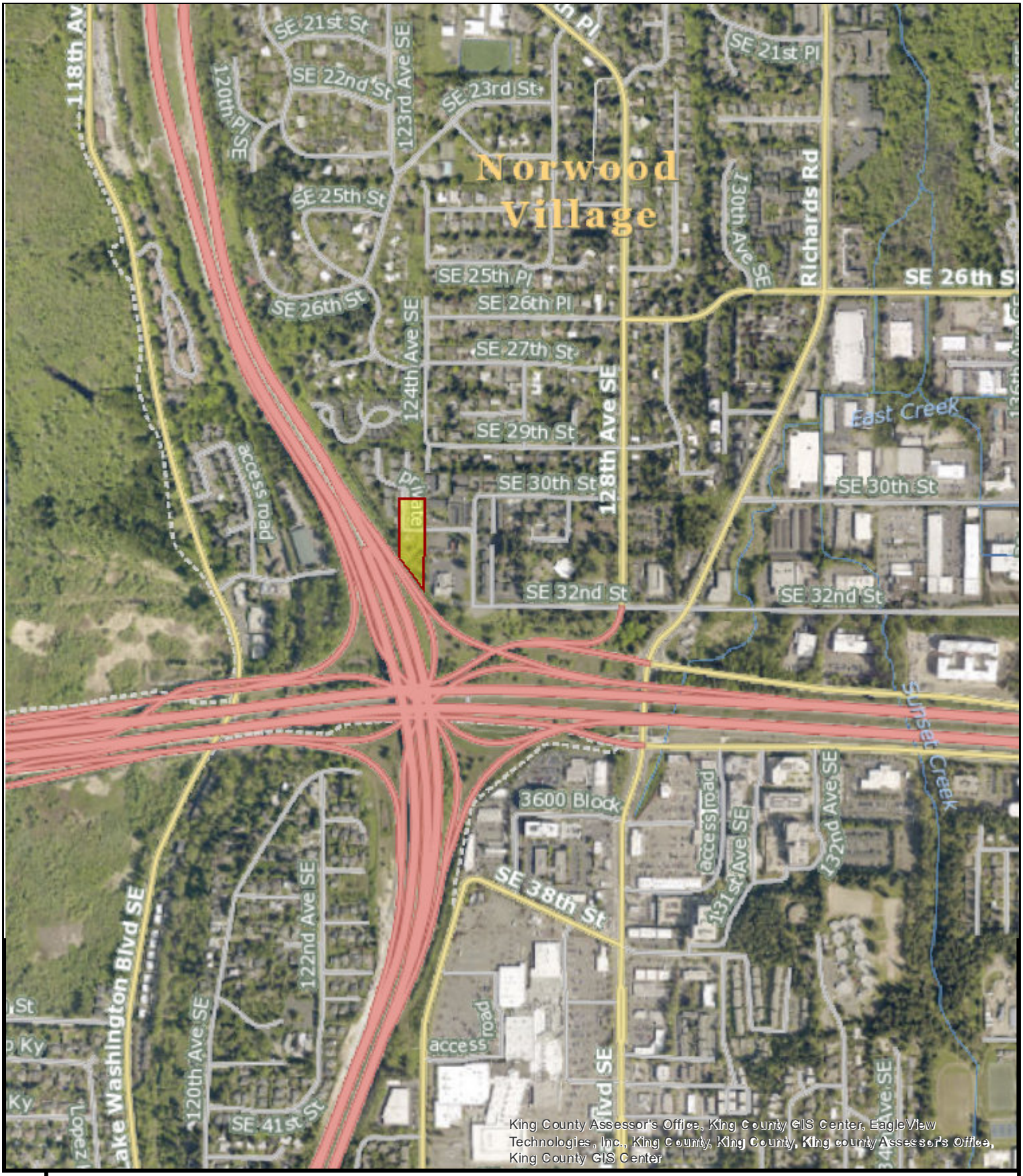
1. Emissions: Will this legislation significantly increase or decrease carbon emissions? Attach any studies or materials that inform your answer. Minimal impact expected.

2. Resiliency: Will this legislation make Seattle more or less able to adapt to climate change? If it reduces resiliency, explain what can be done to lessen the impact. No impact.

f. If this legislation creates a new program or expands an existing one, what are the long-term, measurable goals? How will this legislation help achieve those goals? What methods will be used to track progress? N/A

g. Does this legislation create a non-utility CIP that involves shared funding with a non-City partner or organization? No.

City Light Parcel 0924059143, King County, Bellevue, WA



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 3/8/2026

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King County