



# CITY OF SEATTLE

## City Council

### Agenda

Tuesday, July 2, 2024

2:00 PM

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

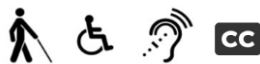
Sara Nelson, Council President  
Joy Hollingsworth, Member  
Robert Kettle, Member  
Cathy Moore, Member  
Tammy J. Morales, Member  
Maritza Rivera, Member  
Rob Saka, Member  
Dan Strauss, Member  
Tanya Woo, Member

Chair Info: 206-684-8809; [Sara.Nelson@seattle.gov](mailto:Sara.Nelson@seattle.gov)

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# CITY OF SEATTLE

## City Council Agenda

**July 2, 2024 - 2:00 PM**

### **Meeting Location:**

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

### **Committee Website:**

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

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

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

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

Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

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

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

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

### **B. ROLL CALL**

### **C. PRESENTATIONS**

### **D. PUBLIC COMMENT**

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

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

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

[IRC 443](#)

July 2, 2024

**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 479](#) June 25, 2024

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

**Bills:**

2. [CB 120805](#) AN ORDINANCE appropriating money to pay certain claims for the week of June 17, 2024 through June 21, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.

**Appointments:****HOUSING AND HUMAN SERVICES COMMITTEE:**

3. [Appt 02873](#) Reappointment of Frank F. Alvarado III as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2027.

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

**In Favor: 5 - Moore, Morales, Nelson, Saka, Woo  
Opposed: None**

**Attachments:** [Appointment Packet](#)

4. [Appt 02874](#) Appointment of Ann T. Melone as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2027.

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

**In Favor: 5 - Moore, Morales, Nelson, Saka, Woo  
Opposed: None**

**Attachments:** [Appointment Packet](#)

5. [Appt 02875](#) Reappointment of Michelle Morlan as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2027.

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

**In Favor: 5 - Moore, Morales, Nelson, Saka, Woo  
Opposed: None**

**Attachments:** [Appointment Packet](#)

6. [Appt 02876](#) Reappointment of Kristin Winkel as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2027.

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

**In Favor: 5 - Moore, Morales, Nelson, Saka, Woo  
Opposed: None**

**Attachments:** [Appointment Packet](#)



7. [Appt 02903](#) Appointment of Landon Labosky as member, Seattle LGBTQ Commission, for a term to October 31, 2024.

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

**In Favor: 5 - Moore, Morales, Nelson, Saka, Woo**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

## H. COMMITTEE REPORTS

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

### **PUBLIC SAFETY COMMITTEE:**

1. [Appt 02896](#) Reappointment of Lisa Allison Judge as Inspector General, for a term to December 31, 2030.

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

**In Favor: 3 - Kettle, Saka, Hollingsworth**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

**Supporting**

**Documents:**

[Office of Police Accountability \(OPA\) Letter](#)

[Community Police Commission \(CPC\) Letter](#)

### **HOUSING AND HUMAN SERVICES COMMITTEE:**

2. [CB 120804](#) AN ORDINANCE relating to housing for low-income households; adopting the 2023 Seattle Housing Levy Administrative and Financial Plan for program years 2024-2026; adopting Housing Funding Policies 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; creating two funds for Housing Levy revenues; and ratifying and confirming certain prior acts.

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

**In Favor: 5 - Moore, Morales, Nelson, Saka, Woo**

**Opposed: None**

**Attachments:** [Att A - Administrative and Financial Plan](#)  
[Att B - Housing Funding Policies v3](#)

**Supporting Documents:**

[Summary and Fiscal Note](#)  
[Summary Att A – RET – Geographic Distribution of OH investments](#)  
[Summary Att B – RET – Ground Floor Uses in Affordable Housing](#)  
[Summary Att C - RET - Prevention, Stabilization, and Resident Services](#)

#### **PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:**

3. [CB 120800](#) AN ORDINANCE relating to current use taxation; approving an application for current use taxation of property located at 4613 South Lucile Street under the King County Public Benefit Rating System.

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

**In Favor: 3 - Hollingsworth, Rivera, Strauss**

**Opposed: None**

**Attachments:** [Att 1 - King County Department of Natural Resources and Parks report on application E23CT003S](#)

**Supporting Documents:**

[Summary and Fiscal Note](#)

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

4. [CB 120802](#) AN ORDINANCE relating to the City Light Department; authorizing the execution of a two-year agreement with the Port of Seattle for the construction of system improvements associated with Terminal 46 and the Pier 66 Shore Power Project and negotiation and execution of an operations agreement.

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

**In Favor: 3 - Woo, Moore, Saka**

**Opposed: None**

**Attachments:** [Att 1- MOA SCL & the Port for Terminal 46 and Pier 66 Shore Power Project](#)

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

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

**J. ADOPTION OF OTHER RESOLUTIONS**

**K. OTHER BUSINESS**

**L. ADJOURNMENT**



Legislation Text

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**File #:** IRC 443, **Version:** 1

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July 2, 2024



## Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
<b><u>By: Strauss</u></b>		
1. <a href="#">CB 120805</a>	AN ORDINANCE appropriating money to pay certain claims for the week of June 17, 2024 through June 21, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Morales</u></b>		
2. <a href="#">CB 120808</a>	AN ORDINANCE relating to floodplains; seventh extension of interim regulations established by Ordinance 126113, and as amended by Ordinance 126536, for an additional six months, to allow individuals to rely on updated National Flood Insurance Rate Maps to obtain flood insurance through the Federal Emergency Management Agency's Flood Insurance Program.	City Council
<b><u>By: Morales</u></b>		
3. <a href="#">Appt 02904</a>	Appointment of Fynnieceo Glover Jr. as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2026.	Land Use Committee
<b><u>By: Morales</u></b>		
4. <a href="#">Appt 02905</a>	Appointment of Eliana Horn as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2026.	Land Use Committee
<b><u>By: Morales</u></b>		
5. <a href="#">Appt 02906</a>	Appointment of Tiffany Kelly-Gray as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2026.	Land Use Committee
<b><u>By: Hollingsworth</u></b>		
6. <a href="#">CB 120807</a>	AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities, or designee, to execute an agreement between Seattle Public Utilities and the King County Flood Control Zone District for the South Park Interim Flood Preparedness and Response Program; amending Ordinance 126955, which adopted the 2024 Budget; changing appropriations to Seattle Public Utilities;	Parks, Public Utilities, and Technology Committee

and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

**By: Kettle**

7. [CB 120806](#)

AN ORDINANCE relating to street racing; adding the crime of racing; adding the traffic infraction of vehicle participation in unlawful racing; adding a new Section 11.58.440 to the Seattle Municipal Code; and amending Sections 11.20.230, 11.31.020, 11.31.121, 11.56.120, and 12A.09.020 of the Seattle Municipal Code; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

Public Safety  
Committee



Legislation Text

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

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June 25, 2024

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, June 25, 2024

2:00 PM

**Council Chamber, City Hall**

**600 4th Avenue**

**Seattle, WA 98104**

**City Council**

*Sara Nelson, Council President*

*Joy Hollingsworth, Member*

*Robert Kettle, Member*

*Cathy Moore, Member*

*Tammy J. Morales, Member*

*Maritza Rivera, Member*

*Rob Saka, Member*

*Dan Strauss, Member*

*Tanya Woo, Member*

*Chair Info: 206-684-8809; [Sara.Nelson@seattle.gov](mailto:Sara.Nelson@seattle.gov)*



**A. CALL TO ORDER**

The City Council of the City of Seattle met in the Council Chamber in Seattle, Washington, on June 25, 2024, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Pro Tem Rivera presiding.

**B. ROLL CALL**

**Present:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Excused:** 2 - Moore, Nelson

By unanimous consent, Councilmember Moore was excused from the June 25, 2024 City Council meeting.

**C. PRESENTATIONS**

Councilmember Strauss presented a Proclamation proclaiming Friday, June 28, 2024 to be "Aly Pennucci Day."

The following Councilmembers affixed their signature to the Proclamation:  
7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

By unanimous consent, the Council Rules were suspended to allow Councilmember Strauss to present the Proclamation, and to allow Aly Pennucci, Council Central Staff Deputy Director, to address the Council.

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

- Erica Lee
- Arianna Riley
- Alex Tsimerman
- Paul Dekel
- Jason Ogulnik
- John Stomstad
- Rita Hulsman
- Debbie Wilson
- Ron Jones
- Victoria Palmer
- Phanna Somng
- Kefentse Olabisi
- Vern Henderson
- Alex Kim
- Alberto Alvarez

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

[IRC 442](#)      **June 25, 2026**

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

By unanimous consent, the City Council Agenda was adopted.

**G. APPROVAL OF CONSENT CALENDAR**

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

**Journal:**

1.      [Min 478](#)      **June 18, 2024**

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

**Bills:**

- 2.     [CB 120803](#)   **AN ORDINANCE appropriating money to pay certain claims for the week of June 10, 2024 through June 14, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

**Appointments:**

**FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:**

- 3.     [Appt 02898](#)   **Reappointment of Derrick Leonard Belgarde as member, Indigenous Advisory Council, for a term to July 31, 2026.**

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

**In Favor:** 4 - Strauss, Rivera, Kettle, Nelson

**Opposed:** None

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

4. [Appt 02899](#) Reappointment of Jaci S. McCormack as member, Indigenous Advisory Council, for a term to July 31, 2026.

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

In Favor: 4 - Strauss, Rivera, Kettle, Nelson

Opposed: None

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

In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

Opposed: None

5. [Appt 02900](#) Reappointment of Suzanne Sailto as member, Indigenous Advisory Council, for a term to July 31, 2026.

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

In Favor: 4 - Strauss, Rivera, Kettle, Nelson

Opposed: None

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

In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

Opposed: None

6. [Appt 02901](#) Reappointment of Jeremy Takala as member, Indigenous Advisory Council, for a term to July 31, 2026.

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

In Favor: 4 - Strauss, Rivera, Kettle, Nelson

Opposed: None

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

In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

Opposed: None

- 7. [Appt 02902](#) Reappointment of Luther F. Mills Jr. as member, Indigenous Advisory Council, for a term to July 31, 2026.

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

In Favor: 4 - Strauss, Rivera, Kettle, Nelson

Opposed: None

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

In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

Opposed: None

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

- 8. [Appt 02881](#) Appointment of Mark M. Gantar as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

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

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

Opposed: None

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

In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

Opposed: None

9. [Appt 02882](#) **Appointment of Michael A. Harold as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

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

**In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo**

**Opposed: None**

10. [Appt 02883](#) **Appointment of Ellie He as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

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

**In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo**

**Opposed: None**

11. [Appt 02884](#) **Appointment of Heather Yang Hwalek as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

12. [Appt 02885](#) **Appointment of Liz Johnson as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor:** 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka

**Opposed:** None

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

13. [Appt 02886](#) **Reappointment of Jacqueline McLaren Miller as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor:** 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka

**Opposed:** None

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

14. [Appt 02887](#) **Appointment of Era Schrepfer as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

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

**In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo**

**Opposed: None**

15. [Appt 02888](#) **Appointment of Monique A. Thormann as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

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

**In Favor: 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo**

**Opposed: None**

16. [Appt 02889](#) **Reappointment of Karin Zaugg Black as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

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



**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

17. [Appt 02890](#) **Reappointment of David B. Woodward as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor:** 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka

**Opposed:** None

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

18. [Appt 02891](#) **Appointment of Noah Zeichner as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.**

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

**In Favor:** 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka

**Opposed:** None

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

## **H. COMMITTEE REPORTS**

### **CITY COUNCIL:**

- 1. [CB 120801](#) **AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and the International Brotherhood of Electrical Workers Local 77; and ratifying and confirming certain prior acts.**

Motion was made by Council President Pro Tem Rivera and duly seconded to pass Council Bill 120801.

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**Opposed:** None

**FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:**

- 2. [CB 120792](#) **AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to negotiate and execute a real property lease with Neptune III TT, LLC, on behalf of the Human Services Department for its Aging and Disability Services Division; and ratifying and confirming certain prior acts.**

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

**In Favor:** 4 - Strauss, Rivera, Kettle, Nelson

**Opposed:** None

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

**In Favor:** 7 - Hollingsworth, Kettle, Morales, Rivera, Saka, Strauss, Woo

**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 2:49 p.m

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**Jodee Schwinn, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on July 2, 2024.**

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**Sara Nelson, Council President of the City Council**



Legislation Text

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File #: CB 120805, Version: 1

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CITY OF SEATTLE

ORDINANCE \_\_\_\_\_

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

AN ORDINANCE appropriating money to pay certain claims for the week of June 17, 2024 through June 21, 2024 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 \$19,423,181.94 on PeopleSoft 9.2 mechanical warrants numbered 4100815244 - 4100816638 plus manual or cancellation issues for claims, e-payables of \$66,322.78 on PeopleSoft 9.2 9100014559 - 9100014575, and electronic financial transactions (EFT) in the amount of \$54,219,365.21 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 \$62,804,628.62 on City General Salary Fund mechanical warrants numbered 51402945 - 51403714 plus manual warrants, agencies warrants, and direct deposits numbered 260001 - 262961 representing Gross Payrolls for payroll ending date June 18, 2024, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council June 27, 2024, 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.

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

Passed by the City Council the 2<sup>nd</sup> of July, 2024, and signed by me in open session in authentication of its passage this 2<sup>nd</sup> of July, 2024.

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

Approved / returned unsigned / vetoed this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

(Seal)



Legislation Text

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**File #:** Appt 02873, **Version:** 1

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Reappointment of Frank F. Alvarado III as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Frank F. Alvarado III</i>		
<b>Board/Commission Name:</b> <i>Community Roots Housing Public Development Authority</i>		<b>Position Title:</b> <i>Board Member, Chair</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>PDA Governing Council</i>	<b>Term of Position: *</b> 4/1/2024 to 3/31/2027  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Capitol Hill</i>	<b>Zip Code:</b> <i>98122</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Frank's banking career started in 2003 after graduating from the W.P. Carey School of Business at Arizona State University. Serving as a provider of financial services, Frank has helped his community by offering trusted banking advice and solutions. The result is the creation of relationships with clients who continue to do business with Frank to this day. As a resident of and employee in the vibrant Capitol Hill neighborhood, he has given back by donating his time, talent, and treasure. Frank's affiliations include the following organizations: Community Lunch on Capitol Hill, Flying House Productions, Capitol Hill Chamber of Commerce, the Greater Seattle Business Association and Community Roots Housing.</i>		
<b>Authorizing Signature (original signature):</b> 	<b>Appointing Signatory:</b> <i>Drew Porter</i>  <i>Community Roots Housing Governing Council, Board Chair</i>	
<b>Date Signed (appointed):</b> <b>April 8, 2024</b>		

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

## PROFESSIONAL PROFILE

- Experienced professional with a successful nineteen-year banking career.
- Financial industry expertise in sales, operations, lending, and compliance.
- Ability to perform as an individual contributor and a team leader ensuring organizational goals are attained.
- Proactive in establishing and developing long-term relationships resulting in a strong social currency and network.
- Logical thinker with a strong analytical thought process resulting in meaningful and efficient organizational solutions.
- Successful in competitive environments where client-centered service, leadership, transparency, and honesty are core values.
- Effective leader and manager with the knowledge, experience and involvement to inspire, educate, and guide a team.

## CAREER EXPERIENCE

### HomeStreet Bank

04/2022 – Present

#### District Manager, Vice President – Seattle, Washington

- Assist in planning the annual district budget and revenue projections. Operate within this budget during the year, communicating goals to Branch Managers within the district.
- Partner with Retail Banking Director to develop a district marketing plan with a sales execution strategy.
- Implement tactical plans that focus on relationship selling efforts.
- Provide sales, service, and operational leadership and disciplines to branches within the district.
- Communicates regularly with Branch Managers about HomeStreet's strategic vision including customer advocacy.
- Promote ways to pleasantly surprise customers differentiating the bank from competitors.
- Manage and monitor the financial performance of the district to ensure a profitable and vibrant portfolio.
- Manage the sales performance of each Branch, including the Manager, and ensure the District staff are trained in sales management processes, including service, and operational delivery techniques. Proactively take measures to improve and support individual and Branch performance as necessary. This includes observation on sales calls, providing coaching and recognition including adherence to quality control initiatives.
- Model sales process and techniques as well as customer advocacy.
- Establish quarterly, monthly, weekly, and daily sales goals for Branch Managers. Schedule and lead district sales meetings.
- Demonstrates the highest levels of professionalism, efficiency and customer advocacy throughout the district resolving the customer issues that cannot be resolved by a branch or where another level of authority is required for recovery.

### HomeStreet Bank

03/2013 – 03/2022

#### Branch Manager, Vice President – Seattle, Washington

- Opened the 23rd retail bank location in Capitol Hill composed of hiring, onboarding and training new team members.
- Organically grow deposit and lending balances by account acquisition.
- Currently managing \$50 million in deposit assets.
- Ensures a quality client experience through regular improvements based on feedback.
- Initiate and execute marketing concepts for business development with a focus on activities that resonate with the neighborhood.
- Integrate into neighborhood communities through different non-profit organizations resulting in a presence for the HomeStreet brand.
- Lead, coach and develop the team to achieve personal goals ultimately resulting in overall growth for the branch.

### JPMorgan Chase (formerly WaMu)

08/2003 – 02/201

#### Branch Manager, Vice President – Seattle, Washington

- Reviewed and maintained the profitability of a financial center through a Profit and Loss analysis resulting in a revenue generating branch.
- Managed \$120 million in assets between deposit and investments accounts.
- Anticipated year over year changes of an established financial center with a focus on increasing client relationships and deposit balances resulting in an average annual growth of \$8 million.
- Provided daily coaching to the team to create awareness of the current performance of the financial center and uncovered opportunities that lead to stronger relationships.
- Implemented Chase Private Client, a program developed to attract and retain high balance clients.

## PHILANTHROPIC & PROFESSIONAL AFFILIATIONS

### Community Lunch on Capitol Hill

Board of Director, Past President

02/2014 – Present

- Provides governance and support with a team of 11 board members.
- Successfully campaigned and fundraised for the organization resulting in an additional weekly meal, increased salaries at \$15/hour for all employees and one year of reserves.

### Flying House Productions

Board of Director

06/2014 – 06/2017

- Provides governance and support with a team of 15 board members.
- Finance Committee – responsible for the preparation and monthly evaluation of the budget currently resulting in a positive fiscal year balance.
- Executive Committee – responsible for working with the Executive Officers and the Executive Director on high level directives.

### Community Roots Housing

Board of Director, Vice Chair

02/2014 – Present 28



- Finance & Asset Management Committee – responsible for providing guidance on financial and asset related items.
- Omnivorous Planning Committee – responsible for providing support on various tasks resulting in a successful fundraiser; proud to serve as a 2016 Co-Chair.
- Executive Committee – responsible for supporting the CEO.

**Capitol Hill Chamber of Commerce** **Committee Member** **05/2013 – 08/2015**  
 • Clean & Safe Committee – responsible for providing support and guidance on issues directly affecting the safety of Capitol Hill.

**Greater Seattle Business Association** **Committee Member** **03/2013 – 03/2019**  
 • GSBA Scholarship Selection Committee – responsible for reviewing, vetting and selecting scholarship applicants.

**Alpha Kappa Psi Professional Business Fraternity** **Southwest Regional Director** **09/2001 – 12/2010**  
 • Manage and lead a staff of 34 volunteers including hiring, promoting, and terminating.  
 • Supervise 28 student chapters in three states totaling more than 1,500 people.  
 • Manage budget of \$8,000 to use for professional development activities.  
 • Attend seminars and courses presented by the Fraternity focusing on numerous topics including: leadership, management, human resources, fundraising and marketing.

## EDUCATION

**Arizona State University** – Tempe, Arizona **B.S., Finance** **08/1998 – 05/2003**  
 • Graduate of the W.P. Carey, College of Business – Cumulative GPA: 3.10

**NHTV Breda University of Applied Sciences** – Breda, Netherlands **05/2000 – 10/2000**  
 • Specialization in Recreation and Tourism Management

## PROFESSIONAL DEVELOPMENT

**Washington Bankers Association – Branch Manager Development Program** **10/2014 – 03/2015**  
 • Monthly interactive program designed for retail branch managers with a desire to deepen existing skills and introduce leadership practices resulting in the preparation to executive level advancement.

**ArtsFund – Board Leadership Training Program** **10/2014 – 11/2014**  
 • Weekly program designed to equip committed volunteers to be highly effective board members with an emphasis on the arts but is applicable to any nonprofit.

**Leadership Tomorrow – Participant, Class of 2018** **09/2017 – 09/2018**  
 • Curriculum focused on civic leadership development as it relates to for-profit, not-for-profit, and government organizations.  
 • Continued involvement as an alumni serving on various committees.

# Community Roots Housing Public Development Authority

15 Members: Pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-755, and Seattle Municipal Code Ch. 3.110, all members subject to City Council confirmation, 3-year terms however, for initial terms should be as follows:

1, 4, 7, and 10 shall be for one year; initial terms for positions 2, 5, 8, and 11 shall be for two years; and initial terms for positions 3, 6, and 9 shall be for three years.

- 11 Board Appointed-appointed
- 2 Mayor-appointed
- Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	3	1.	Member	Ann T. Melone	4/1/2024	3/31/2027	1	Governing Council
3	F	3	2.	Member	Sara Cubillos	4/1/2023	3/31/2026	2	Governing Council
3	M	3	3.	Chair	Frank F. Alvarado III	4/1/2024	3/31/2027	3	Governing Council
2	F	4	4.	Member	M. Michelle Purnell-Hepburn	4/1/2023	3/31/2026	2	Governing Council
2	M	2	5.	Member	Shaun Frazier	4/1/2023	3/31/2026	1	Governing Council
6	F	6	6.	Member	Jill Cronauer	4/1/2023	3/31/2026	3	Governing Council
4	M	N/A	7.	Vice Chair	Derrick Belgarde	4/1/2022	3/31/2025	2	Governing Council
2	F	N/A	8.	Secretary	Michelle Morlan	4/1/2024	3/31/2027	2	Governing Council
6	M	3	9.	Member	Bob Fikso	4/1/2023	3/31/2026	4	Governing Council
6	F	3	10	Member	Kristin Winkel	4/1/2024	3/31/2027	2	Governing Council
			11.		VACANT				Governing Council
			12.		VACANT				Mayor
6	M	3	13.	Treasurer	Chasten Fulbright	4/1/2023	3/31/2026	3	Mayor
2	F	N/A	14.	Member	Shalimar Gonzales	4/1/2023	3/31/2026	3	Mayor
9	F	3	15.	Resident Member	Saunatina Sanchez	4/1/2022	3/31/2025	1	Governing Council

## SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

- \*D List the corresponding Diversity Chart number (1 through 9)
- \*\*G List gender, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

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**File #:** Appt 02874, **Version:** 1

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Appointment of Ann T. Melone as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Ann T. Melone</i>		
<b>Board/Commission Name:</b> <i>Community Roots Housing Public Development Authority</i>		<b>Position Title:</b> <i>Board Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>PDA Governing Council</i>	<b>Term of Position: *</b> <i>4/1/2024</i> <b>to</b> <i>3/31/2027</i>  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Capitol Hill</i>	<b>Zip Code:</b> <i>98112</i>	<b>Contact Phone No.:</b> 
<b>Background:</b> <i>With a career spanning nearly two decades at U.S. Bancorp, Ann has made significant contributions in various roles. As Senior Vice President, Business Development Officer since 2014, she played a key role in originating substantial low-income housing tax credit investments, fostering trusted relationships with clients and partners, and navigating complex transactions, resulting in an impressive annual investment production. Prior to this, during their tenure as Vice President, Relationship Manager she demonstrated expertise in structuring intricate financing deals for affordable housing developments, overseeing a substantial portfolio, and collaborating effectively with product partners. Holding an MBA with a concentration in Finance and a strong background in philanthropy and community involvement, Ann combines financial acumen with a commitment to social justice, as evident in her leadership roles on various boards and committees in the affordable housing sector.</i>		
<b>Authorizing Signature (original signature):</b> 	<b>Appointing Signatory:</b> <i>Drew Porter</i>  <i>Community Roots Housing Governing Council, Board Chair</i>	
<b>Date Signed (appointed):</b> <i>April 8, 2024</i>		

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

# Ann T. Melone

## EXPERIENCE

- 2005 – present** **U.S. BANCORP** **Seattle, WA**  
Fifth largest commercial bank in the United States
- 2014 – present** *Senior Vice President, Business Development Officer*  
*U.S. Bancorp Impact Finance Affordable Housing Investments*
- Responsible for originating new direct federal and state low-income housing tax credit investments with non-profit, government and for-profit developers and owners of affordable housing tax credit partnerships in fourteen states
  - Build a trusted advisor relationship with clients, prospects, state agencies and financing partners
  - Structure complex transactions involving multiple sources of debt, soft loans, grants and equity including LIHTC, HTC, REITC and 45L credits; complete formal investment memos for approval; perform accurate financial modeling; assess investment risks and mitigate them; write and negotiate letters of interest
  - Represent U.S. Bank at formal and informal occasions, on industry expert panels and trade association groups
  - Annual investment production over \$350 million (10-20 investments)
- 2005 – 2014** *Vice President, Relationship Manager / Commercial Real Estate*
- U.S. Bank’s senior lending officer originating construction and permanent financing for affordable housing developments in Washington and Montana
  - Responsible for structuring complex transactions involving multiple sources of debt, grants and equity, writing term sheets, completing formal written credit analysis, financial modeling, risk assessment and mitigation, reviewing legal documentation, due diligence and reviewing construction draws, and monitoring and resolving problem loans
  - Annual loan production up to \$100 million
  - Worked effectively with product partners to present deposits, payments, treasury management, capital markets, and investment solutions to clients
  - Oversaw management of \$250MM+ affordable housing portfolio, 50% of which was under construction or in lease up
- 2002 – 2005** **SCOTIA CAPITAL** **San Francisco, CA**  
**2003 – 2005** *Associate Director, Banking Group*
- Work with Managing Directors, client executive management, attorneys, engineers, product specialists, syndicate banks, consultants and others to originate, manage and administer complex domestic and international syndicated debt transactions ranging from \$50 million - \$1Bn for corporate, gaming and real estate clients including Las Vegas Sands, Inc. and Castle & Cooke
  - Top-ranked Associate/Associate Director at San Francisco responsible for \$1.275BN in credits
  - Structuring, term sheets, formal written credit analysis, financial modeling, legal documentation, industry/market research, due diligence, disbursements and construction draws
- 2002 - 2003** *Associate, Banking Group*
- 1997-2000** **SOCIAL JUSTICE FUND NORTHWEST (FKA A TERRITORY RESOURCE)** **Seattle, WA**  
Public, member-based philanthropic organization promoting social justice in the Northwest
- 1999-2000** *Program Associate*
- Managed three 12 member committees that made grants of over \$1 million to more than 100 organizations over the course of 2 years
  - Performed outreach: succeeded in increasing number of proposals submitted by 30% in 1999
- 1997 – 1999** *Development Associate*
- Worked on team that raised \$800,000 for general fund and \$1 million for endowment
- 1995 – 1997** **NORTHWEST BAPTIST FEDERAL CREDIT UNION** **Seattle, WA**  
Merged with Seattle Metropolitan Credit Union in 2015  
*VISTA Volunteer: Youth Program Manager*
- Managed activities and training for Youth Credit Union Program (“Y-CUP”) Board.
  - Completed two tours with VISTA

## EDUCATION

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- Nov 2023**      **UNIVERSITY OF WASHINGTON FOSTER SCHOOL OF BUSINESS**      **Seattle, WA**  
**EXECUTIVE EDUCATION**  
*Women Board Directors Development Program*
- Two-day seminar supporting executive women in becoming more influential board members
- June 2002**      **UNIVERSITY OF WASHINGTON FOSTER SCHOOL OF BUSINESS**      **Seattle, WA**  
*MBA with Concentration in Finance and Certificate in Entrepreneurship and Innovation*
- CIBC Oppenheimer Academic Scholarship 2000-1; Frank S. Dupar, Sr. MBA Scholarship 2001-2
  - CEO of Sawdust, LLC: *Best Idea in Service/Retail* (\$5,000 cash prize) and *Finalist* (\$10,000 cash prize), UW Program in Entrepreneurship and Innovation Business Plan Competition, 2001
  - Chair, UW MBA Women in Business, 2002
- May 1995**      **WASHINGTON UNIVERSITY IN ST. LOUIS**      **St. Louis, MO**  
*Bachelor of Arts, History; minors in French and Writing*
- National Merit Scholar
  - BA degree conferred in three years

## ACTIVITIES

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- Pacific Northwest Women's Affordable Housing Network – Founding Board / Treasurer (2023 – present)
- Project Destined – Mentor for Team U.S. Bank (Spring and Summer 2023 Cohorts)
- City of Seattle Housing Levy Oversight Committee – Chair 2022-present
- Community Roots Housing – Property Development Committee – 2023-present
- Housing Development Consortium of King County – Membership Development Committee 2020 - present
- U. S. Bank Women's BRG – Founding Board / Treasurer (2020-2021)

# Community Roots Housing Public Development Authority

15 Members: Pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-755, and Seattle Municipal Code Ch. 3.110, all members subject to City Council confirmation, 3-year terms however, for initial terms should be as follows:

1, 4, 7, and 10 shall be for one year; initial terms for positions 2, 5, 8, and 11 shall be for two years; and initial terms for positions 3, 6, and 9 shall be for three years.

- 11 Board Appointed-appointed
- 2 Mayor-appointed
- Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	3	1.	Member	Ann T. Melone	4/1/2024	3/31/2027	1	Governing Council
3	F	3	2.	Member	Sara Cubillos	4/1/2023	3/31/2026	2	Governing Council
3	M	3	3.	Chair	Frank F. Alvarado III	4/1/2024	3/31/2027	3	Governing Council
2	F	4	4.	Member	M. Michelle Purnell-Hepburn	4/1/2023	3/31/2026	2	Governing Council
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4	M	N/A	7.	Vice Chair	Derrick Belgarde	4/1/2022	3/31/2025	2	Governing Council
2	F	N/A	8.	Secretary	Michelle Morlan	4/1/2024	3/31/2027	2	Governing Council
6	M	3	9.	Member	Bob Fikso	4/1/2023	3/31/2026	4	Governing Council
6	F	3	10	Member	Kristin Winkel	4/1/2024	3/31/2027	2	Governing Council
			11.		VACANT				Governing Council
			12.		VACANT				Mayor
6	M	3	13.	Treasurer	Chasten Fulbright	4/1/2023	3/31/2026	3	Mayor
2	F	N/A	14.	Member	Shalimar Gonzales	4/1/2023	3/31/2026	3	Mayor
9	F	3	15.	Resident Member	Saunatina Sanchez	4/1/2022	3/31/2025	1	Governing Council

## SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

- \*D List the corresponding Diversity Chart number (1 through 9)
- \*\*G List gender, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

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**File #:** Appt 02875, **Version:** 1

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Reappointment of Michelle Morlan as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.





# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Michelle Morlan</i>		
<b>Board/Commission Name:</b> <i>Community Roots Housing Public Development Authority</i>		<b>Position Title:</b> <i>Board Member, Secretary</i>
<input type="checkbox"/> Appointment <b>OR</b> <input checked="" type="checkbox"/> Reappointment	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>PDA Governing Council</i>	<b>Term of Position: *</b> 4/1/2024 to 3/31/2027  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Vashon Island</i>	<b>Zip Code:</b> 98070	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Michelle has been actively engaged in the direct development affordable housing and community facility projects for over 30 years. As Principal of Lotus Development Partners LLC, a mission-driven development consulting firm, Michelle oversees the work of Lotus team members and provides project management, finance strategy and development services for nonprofit housing owners, primary and behavioral health providers and for-profit developers interested in affordable housing inclusion. Michelle was previously the western states underwriter for a national intermediary's New Markets Tax Credit program. In that capacity she facilitated investment in a variety of community and economic development projects. Since 1998, Michelle has managed development of more than 1,300 housing units including shelter beds, transitional housing and permanent supportive housing serving homeless individuals and adults with special needs. She has also developed several community and social service facilities including three multi-service centers, two federally qualified health centers, integrated primary care and behavioral health clinics and several facilities serving low-income youth. Michelle holds Master's degrees in Social Work and Urban Planning from the University of Michigan. She is a past-Chair of the University of Washington Design and Urban Planning Professionals Council and serves on the Board of the Seattle-King County Housing Development Consortium.</i>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> April 8, 2024	<b>Appointing Signatory:</b> <i>Drew Porter</i>  <i>Community Roots Housing Governing Council, Board Chair</i>	

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

## **MICHELLE MORLAN, PRINCIPAL**

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### **EXPERIENCE**

Over thirty years of real estate development, finance, land use planning and social service experience in the nonprofit, for profit and public sector

#### **Lotus Development Partners LLC, Principal – November 2015 – Present**

- Lead development consulting firm providing full service real estate development project management and program development consulting for nonprofit, for profit and public sector housing and community development initiatives.

#### **National Development Council, Director –2005 – 2015**

- Provided finance and development management services for housing, community facility and large scale economic development projects in Western U.S., Led West Region’s New Markets Tax Credit finance underwriting; taught development finance training nation-wide

#### **Common Ground, Senior Developer – 1998 – 2005**

- Provided full service real estate development consulting to nonprofit organizations for affordable housing and community facilities (simultaneously managed multiple projects in site selection, entitlements, design, construction and lease-up phases), coordinating public and private financing resources using a variety of Federal, State and Local sources

#### **King County Dept. of Development & Environmental Services, Current Planner 1997-98**

- Implemented current land use planning and development review services for a large metropolitan county in Washington

#### **City of Lacey, WA, Current & Long-range Planner – 1995-1997**

- Implemented current land use planning and development review services; coordinated long range planning related to Downtown Plan

#### **PATH Housing Development Corp., Honolulu, HI, VP of Real Estate Development 1993-95**

- Coordinated all aspects of development planning & financing for start-up nonprofit

#### **State of Hawaii House Housing Committee, Legislative Staff – 1993 Session**

- Coordinated policy development for financing mechanism for State Housing Trust Fund

### **FINANCING EXPERIENCE:**

HUD 202/811, HOME/CDBG, Sec. 108/BEDI, McKinney/SHP; NMTC /LIHTC / HTC; FEMA, State and Local Funding Sources, Conventional Financing, FHA, Bonds, CDFI financing

### **EDUCATION/SERVICE**

Masters of Urban Planning/Masters of Social Work, University of Michigan 1992

BA, Social Work/ Sociology, Purdue University, 1989

Current Board Member, Seattle-King County Housing Development Consortium

Current Board Member, Community Roots Housing PDA

Current Board Member, Public Facilities Group

# Community Roots Housing Public Development Authority

15 Members: Pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-755, and Seattle Municipal Code Ch. 3.110, all members subject to City Council confirmation, 3-year terms however, for initial terms should be as follows:

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- Other Appointing Authority-appointed (specify):

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*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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2	F	4	4.	Member	M. Michelle Purnell-Hepburn	4/1/2023	3/31/2026	2	Governing Council
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4	M	N/A	7.	Vice Chair	Derrick Belgarde	4/1/2022	3/31/2025	2	Governing Council
2	F	N/A	8.	Secretary	Michelle Morlan	4/1/2024	3/31/2027	2	Governing Council
6	M	3	9.	Member	Bob Fikso	4/1/2023	3/31/2026	4	Governing Council
6	F	3	10	Member	Kristin Winkel	4/1/2024	3/31/2027	2	Governing Council
			11.		VACANT				Governing Council
			12.		VACANT				Mayor
6	M	3	13.	Treasurer	Chasten Fulbright	4/1/2023	3/31/2026	3	Mayor
2	F	N/A	14.	Member	Shalimar Gonzales	4/1/2023	3/31/2026	3	Mayor
9	F	3	15.	Resident Member	Saunatina Sanchez	4/1/2022	3/31/2025	1	Governing Council

## SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

- \*D List the corresponding Diversity Chart number (1 through 9)
- \*\*G List gender, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

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**File #:** Appt 02876, **Version:** 1

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Reappointment of Kristin Winkel as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Kristin Winkel</i>		
<b>Board/Commission Name:</b> <i>Community Roots Housing Public Development Authority</i>		<b>Position Title:</b> <i>Board Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>PDA Governing Council</i>	<b>Term of Position: *</b> 4/1/2024 to 3/31/2027  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Leschi</i>	<b>Zip Code:</b> <i>98122</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Kristin is the COO of Jewish Family Services and is responsible for the successful management of the day-to-day operations of the agency, including client services and programs, IT and facilities and budgetary accountability. She acts in the CEO's capacity in his absence. She provides daily oversight of agency activities and leadership in crafting a vision for the future direction of the agency's programs and administrative services. Kristin provides leadership in the agency's strategic planning process and transformation to an outcomes-driven model of service.</i>  <i>Before coming to JFS, Kristin spent nine years at King County Housing Authority, where she led the Section 8 voucher program and Homeless Initiatives. Previously, she worked at Abt Associates in Cambridge, Massachusetts, providing technical assistance and analysis to government agencies.</i>  <i>Kristin has a Bachelor of Arts from Vassar College and a Master of Public Policy from Harvard University's Kennedy School of Government.</i>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> <b>April 8, 2024</b>	<b>Appointing Signatory:</b> <i>Drew Porter</i>  <i>Community Roots Housing Governing Council, Board Chair</i>	

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



# Kristin Winkel

## Experience

### Jewish Family Service of Seattle

Chief Impact and Operating Officer & Acting CEO (2021) March 2017 – present

- Serve as CIOO, overseeing program development, service delivery, and operations for this major regional social service organization with 105 employees. Served as Acting CEO in 2021 during planned sabbatical for existing CEO.
- Lead program departments providing services and tracking program outcomes to the Puget Sound community in the areas of Refugee and Immigrant Services, Domestic Violence, Food Bank, Supportive Living Services, Older Adult Services, Counseling, Eviction Prevention and Community Stabilization Services.
- Supervise Human Resources, Finance, Strategy and Data Services.
- Led external and internal communications response to 2021 Afghan refugee crisis situation. Brought in national public relations and crisis response firm. Conducted all regional media requests and communications during summer and fall of 2021. Coordinated advocacy response with local and national politicians, other refugee-serving agencies around the country. Oversaw successful resettlement of 130 refugees in eight week period in summer 2021.
- Championed and created agency's first Diversity, Equity, and Inclusion initiative (Equity and Belonging). Successfully advocated to JFS Board to fund initial trainings and contracted equity consultants to guide the agency toward a more inclusive workplace. Currently oversee implementation of the initiative, including staff-led Human Resources audit.
- In collaboration with Human Resources, designed and implemented new compensation philosophy, bringing greater transparency to salary determinations and pay structure throughout the agency.

### King County Housing Authority

Director of Leased Housing Programs April 2014 – June 2016

- Managed KCHA's Housing Choice Voucher program (Section 8), totaling over \$100 million in federal subsidy and providing assistance to almost 12,000 households throughout King County.

- Led the Homeless Housing Initiatives and Section 8 departments, including management of 70 staff.
- Developed and oversaw two department budgets totaling \$8 million.
- Implemented new tenant software conversion effort, including workflow and staffing reorganization, to align business practices with new software.
- Collaborated with Washington State Department of Enterprise Services to train and engage staff in establishing a culture of continuous process improvement that served as a model for the rest of the Housing Authority.

Senior Director, Homeless Housing Initiatives, King County  
Housing Authority October 2008 – March 2014

- Designed and implemented new programs to serve homeless and special needs populations in line with Housing Authority's goals and King County's Ten Year Plan to End Homelessness. Coordinated Housing Authority funds with County-wide funding processes to best align housing and service funds to address the needs of targeted homeless populations. Represented Housing Authority in various county, regional, and state initiatives to reduce and end homelessness.
- Collaborated with multiple partner agencies to establish, maintain, improve and expand, where possible, voucher assistance programs designed to address the needs of homeless and special needs populations, including Veteran's Affairs Supportive Housing (VASH), Family Unification Program (FUP), Housing Access and Services Program (HASP), Domestic Violence, among others, including the development of program operations manuals, creation of Memoranda of Understanding, and ongoing consortia meetings to monitor program operations. Oversaw department staff who regularly provide guidance and management support to Section 8 operations staff regarding voucher referrals and issuance. Served as a liaison between Section 8 and partner agencies.
- Oversaw 80+ contracts for project-based Section 8 rental assistance. Ensure compliance with Federal requirements, governing Project-based Section 8. Collaborated closely with Section 8 Director to develop policy modifications or clarifications for KCHA's Project-Based Administrative plan.
- Led quality control file audit for public housing and Section 8 voucher program. Hired and managed staff to develop and implement file audit procedures resulting in identification and correction of administrative errors in tenant files.
- Using Moving To Work flexibility, identified innovative best practices in the field of homeless housing and created new programs that braided KCHA resources with other mainstream funds to house additional homeless households more effectively. Sample projects include:
  - Student and Family Stability Initiative (SFSI) – a short-term rental assistance and employment navigator program targeting McKinney-Vento eligible homeless families in the Highline School District to rapidly rehouse families within their child's school catchment area.

The program is intended to promote housing and school stability, while reducing length of time in homelessness and reducing school district transportation costs for homeless students. Developed partnership with school district staff regarding implementation. Contracted with and managed consulting and evaluation firms to collaborate on program design and measurement.

- Next Steps program – led team of homeless young adult agency representatives to design and implement a graduated rent subsidy program designed to provide stepped-down rental assistance and services to transition formerly homeless young adults to independent living.

Senior Housing Manager, Housing Management, King County  
Housing Authority September 2007 – October 2008

- Under MTW authority, led the Housing Authority’s two-year-long rent reform initiative to streamline all aspects of rent calculations for both the Public Housing and Section 8 Housing Choice Voucher programs.
- Hired and managed external financial management consultant to test the costs and benefits of proposed rent policy changes and their impact on the Authority and tenants. Researched and met with other MTW agencies to learn about best practices in rent policies. Led teams of front-line staff to identify areas for simplification, design program improvements, leading to a new written rent policy, approved by the KCHA Board of Commissioners.
- Met regularly with Resident Advisory Committee, Board of Commissioners, and external partners to discuss plans and respond to questions and concerns.

University of Massachusetts, Center for Health Policy and Research

Consultant February 2006 – July 2007

- As an independent consultant, led state-wide initiative under the Systems Transformation Grant to increase access to long-term care supports in housing for persons with disabilities.
- Brought together diverse stakeholders to determine allocation of \$2.9 million in federal Medicare resources to Massachusetts for planning, program development and implementation activities to strengthen the system of community-based long-term supports.

Abt Associates Cambridge, MA

Associate January 2000 – June 2006

- Provided technical assistance and wrote consulting services to HUD-funded Homelessness Assistance providers, including Shelter Plus Care grantees.



- Wrote HOPE VI grant applications and subsequent Community Supportive Service plans for multiple public housing authorities' HOPE VI applications, including Newport, Indianapolis, and Springfield, OH.
- Conducted qualitative evaluations of HUD-funded programs, including HOPE VI, Low Income Housing Tax Credit, and various housing and disability programs. • Provided monitoring services under contract to HUD for Moving To Work housing authorities throughout the country, including King County Housing Authority, Seattle Housing Authority, and Home Forward (Portland).

## **Education**

Harvard University, Kennedy School of Government, Master in Public Policy, focus on Housing, Transportation and Urban Development. 1997-1999

Vassar College, Bachelor of Arts in Anthropology 1986-1990

# Community Roots Housing Public Development Authority

15 Members: Pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-755, and Seattle Municipal Code Ch. 3.110, all members subject to City Council confirmation, 3-year terms however, for initial terms should be as follows:

1, 4, 7, and 10 shall be for one year; initial terms for positions 2, 5, 8, and 11 shall be for two years; and initial terms for positions 3, 6, and 9 shall be for three years.

- 11 Board Appointed-appointed
- 2 Mayor-appointed
- Other Appointing Authority-appointed (specify):

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	3	1.	Member	Ann T. Melone	4/1/2024	3/31/2027	1	Governing Council
3	F	3	2.	Member	Sara Cubillos	4/1/2023	3/31/2026	2	Governing Council
3	M	3	3.	Chair	Frank F. Alvarado III	4/1/2024	3/31/2027	3	Governing Council
2	F	4	4.	Member	M. Michelle Purnell-Hepburn	4/1/2023	3/31/2026	2	Governing Council
2	M	2	5.	Member	Shaun Frazier	4/1/2023	3/31/2026	1	Governing Council
6	F	6	6.	Member	Jill Cronauer	4/1/2023	3/31/2026	3	Governing Council
4	M	N/A	7.	Vice Chair	Derrick Belgarde	4/1/2022	3/31/2025	2	Governing Council
2	F	N/A	8.	Secretary	Michelle Morlan	4/1/2024	3/31/2027	2	Governing Council
6	M	3	9.	Member	Bob Fikso	4/1/2023	3/31/2026	4	Governing Council
6	F	3	10	Member	Kristin Winkel	4/1/2024	3/31/2027	2	Governing Council
			11.		VACANT				Governing Council
			12.		VACANT				Mayor
6	M	3	13.	Treasurer	Chasten Fulbright	4/1/2023	3/31/2026	3	Mayor
2	F	N/A	14.	Member	Shalimar Gonzales	4/1/2023	3/31/2026	3	Mayor
9	F	3	15.	Resident Member	Saunatina Sanchez	4/1/2022	3/31/2025	1	Governing Council

## SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

- \*D List the corresponding Diversity Chart number (1 through 9)
- \*\*G List gender, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

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**File #:** Appt 02903, **Version:** 1


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Appointment of Landon Labosky as member, Seattle LGBTQ Commission, for a term to October 31, 2024.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Landon Labosky</i>		
<b>Board/Commission Name:</b> <i>Seattle LGBTQ Commission</i>		<b>Position Title:</b> <i>Commission Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	<b>Date Appointed:</b>	<b>Term of Position: *</b> 11/1/2022 <b>to</b> 10/31/2024  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Capitol Hill</i>	<b>Zip Code:</b> <i>98122</i>	<b>Contact Phone No.:</b>
<b>Background:</b> <i>Landon Labosky holds a Masters in Public Administration with an emphasis in State and Local Policy. He also has experience serving as a Fellow with Conservation Voters for Idaho; Diversity, Equity and Inclusion Chair for USA Swimming; DEI Chair, Aquatics for the National Recreation and Parks Association; and most recently, Chair of the Washington Recreation and Parks Association, Aquatics. As a member of the LGBTQ Commission, he hopes to work alongside fellow commissioners to help advance productive policy and legislation that directly impact the LGBTQ community as well as the entire community of Seattle; they go hand in hand. As a member of this commission, he hopes to directly connect with people in neighborhoods, hear their stories, and advocate for their wants from the government that serves them. Seattle can and will be at the forefront of huge solutions affecting the quality of life of all people who reside in its city boundaries, but it will take collective action to get the correct policies in place.</i>		
<b>Authorizing Signature (original signature):</b>  		<b>Appointing Signatory:</b> <i>Councilmember Cathy Moore</i> <i>Seattle City Council</i>

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

# LANDON LABOSKY, MPA, CPRP

## SUMMARY

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I am a community minded manager, people leader, and organizer, with over nine years of direct management and professional coaching experience. I am passionate regarding diversity and inclusion and thrive in environments where culture, creativity, and individual performance are paramount. I bring a multifaceted organizational skill set to the table, along with the ability to manage multi-million-dollar budgets, large projects, and data. I am comfortable in the driver's seat of organizations and excel in culture and people development.

## SKILL SETS

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- People management
- Conflict management
- Employee development
- Client relations
- Public relations
- ESRI/ArcGIS
- Hiring
- Communication
- Team Leadership
- MS Suite
- Culture development
- Training
- Data management
- Cross-functional leadership
- Diversity and Inclusion

## EXPERIENCE

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### **Aquatics Manager** | *City of Covington* **January 2022 – Current**

- Lead and direct all aquatic staff consisting of 5 full-time and 60+ part-time members
- Develop, administer, and manage a \$1.9M budget, including grant management and reporting
- Create and update existing standard operating procedures and manage asset inventory lifespan
- Hire personnel, execute staff meetings, establish, and teach professional development
- Identify areas for improvement and work with key stakeholders to generate positive outcomes for the community
- Develop and maintain positive relationships with groups utilizing city services
- Create a supportive, dynamic, and healthy work environment for staff members to thrive in

### **Consultant** | *Labosky LLC* **August 2019 - Current**

- Work as a project manager to help organizations restructure job descriptions, teams and processes for better effectiveness
- Create and implement goals, standards and procedures with executive leadership and drive accountability efforts
- Develop methods for assessment as it relates to productivity for current and future performance

### **Assistant Director** | *River Way Ranch Camp* | *Sanger, CA* **May 2013 – August 2019**

- Lead and directed all camp leadership consisting of 5 managers and over 100 staff members
- Implemented and managed safety protocols camp wide to ensure individual participant safety and to manage liability
- Developed interviewing and hiring standards to recruit the right type of leaders and evaluated performance post hire

## EDUCATION & COMMUNITY INVOLVEMENT

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### **Master's Degree in Public Administration and Policy** | *Boise State University* | *Boise, ID* **December 2021**

### **Bachelor of Arts in Communication** | *Boise State University* | *Boise, ID* **August 2020**

### **Diversity and Inclusion Chair** | *National Recreation and Parks Association, Aquatics* **August 2022 – October 2023**

### **Fellow** | *Conservation Voters for Idaho* **January 2021 – August 2021**

- Part of the inaugural class for DEI within the organization
- Tasked to teach members of the community how to include diversity and inclusion within their spheres of influence
- Met with community leaders, CEO, legislators, and other government officials to drive visibility

### **Diversity, Equity, and Inclusion Chair** | *USA Swimming* **October 2019 – October 2021**

### **Swim Coach** | *Boise Swim Coach* **January 2015 – December 2021**

- Coached approx. 35 intermediate swimmers (ages 8 – 18) to develop a well-rounded approach to competition and their lives
- Led training on diversity, equity, and inclusion for the entire region and facilitated an open culture where all are included equally

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

# Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission April 2024

Members: Pursuant to *SMC 3.14.920*, all members subject to City Council confirmation,  
2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed
- 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	
			5	1.	Member	Gerald Seminatore	5/1/23	4/30/25	1	City Council
				2.	Member	VACANT	5/1/23	4/30/25	1	Mayor
			3	3.	Member	Ry Armstrong	5/1/23	4/30/25	1	City Council
				4.	Member	VACANT	5/1/23	4/30/25	1	Mayor
			3	5.	Member	Jeremy Erdman	5/1/23	4/30/25	1	City Council
				6.	Member	VACANT	11/1/23	10/31/25	1	Mayor
				7.	Member	Kody Allen	11/1/23	10/31/25	1	Commission
			6	8.	Member	Steven Pray	11/1/23	10/31/25	2	Mayor
				9.	Member	VACANT	5/1/22	4/30/24	1	City Council
				10.	Member	VACANT	5/1/22	4/30/24	1	Mayor
				11.	Member	VACANT	5/1/22	4/30/24	1	City Council
			3	12.	Member	Brett Pepowski	5/1/22	4/30/24	1	Mayor
			3	13.	Member	Landon Labosky	11/1/22	10/31/24	1	City Council
				14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
			5	15.	Member	Christina Pizaña	11/1/23	10/31/25	1	City Council
				16.	Get Engaged	Ashley Ford	9/1/23	8/31/24	1	Mayor
				17.	Member	VACANT	5/1/22	4/30/24	1	City Council
				18.	Member	VACANT	11/1/23	10/31/25	1	Mayor
				19.	Member	VACANT	11/1/23	10/31/25	1	Commission
			3	20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
				21.	Member	VACANT	5/1/22	4/30/24	1	Commission

### SELF-IDENTIFIED DIVERSITY CHART

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)				
	Men	Women	Transgender	Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other	Caucasian/Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor													
Council													
Comm													
Total													

Key:

- \*D List the corresponding Diversity Chart number (1 through 9)
  - \*\*G List gender, M = Male, F= Female, T= Transgender, U= Unknown
  - RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and is voluntary.

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



Legislation Text

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**File #:** Appt 02896, **Version:** 1

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Reappointment of Lisa Allison Judge as Inspector General, for a term to December 31, 2030.

The Appointment Packet is provided as an attachment.

**City of Seattle**



**Inspector  
General for Public Safety**

**Confirmation Packet**

**Lisa Allison Judge**





SEATTLE CITY COUNCIL | DISTRICT 7

# COUNCILMEMBER ROBERT KETTLE

MEMORANDUM

To: Inspector General Lisa Judge

From: Councilmember Robert Kettle

Date: May 21, 2024

Subject: Reappointment of Inspector General Lisa Judge

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It is my intention to nominate Lisa Judge as Inspector General (IG) to serve a second six-year term. IG Judge has been an integral component in creating a formal police accountability system following the onset of the 2012 consent decree and 2017 Accountability Ordinance. IG Judge has led the OIG towards the goal of a more effective, robust, and trustworthy police accountability system, developing a small office into a fully-fledged department capable of taking over the oversight of SPD from the Federal Monitor and the Court. It now boasts an award-winning audit team, a refined policy team, and an experienced investigations team that have undergone years of difficult analysis in response to the protests in 2020, like the Sentinel Event Review and review of the SPD crowd management tactics.

IG Judge has effectively led the Office of the Inspector General in engaging with community, studying concerns, surfacing problems, and following up on recommendations. The Inspector General's reports and audits are publicly available online, providing transparency for those who wish to know how the Seattle Police Department has operated and developed into a more accountable organization since the onset of the consent decree.


Please see IG Judge's attached letter of interest and résumé for a longer list of her accomplishments and experience.

IG Judge's current term expires on December 31, 2024, but the Municipal Code requires the Council to act on the reappointment 45 days prior to this date. Since Council's annual budget deliberations consume much of the fall schedule, my Committee will first consider this reappointment on June 11 with a second meeting and vote on June 25.

Please send any questions or concerns to myself and Brent Lo at [brent.lo@seattle.gov](mailto:brent.lo@seattle.gov). Thank you for your consideration.



# City of Seattle Department Head Notice of Appointment

<b>Appointee Name:</b> <i>Lisa Allison Judge</i>	
<b>City Department Name:</b> <i>Office of the Inspector General for Public Safety</i>	<b>Position Title:</b> <i>Inspector General</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other:	<b>Term of Position: *</b> 1/1/2025 to 12/31/2030 <input type="checkbox"/> Serving remaining term of a vacant position
<b>Legislated Authority:</b> SMC 3.29.110	
<b>Background:</b> Inspector General Lisa Judge has a background in police reform, an understanding of police culture and policing, a commitment to procedural justice, and an articulated vision on how accountability and community coexist. Previously from Tucson, IG Judge has over 20 years of experience as an attorney, serving as the Senior In-House Counsel to the Tucson Police Department and their Chief of Police Chris Magnus. In this role, she led efforts to implement both a Critical Incident Review Board and a Force Review Board, which include community review and transparency mechanisms. During the search process, IG Judge displayed subject matter expertise, management experience, and sound moral character. In addition to her professional experience, IG Judge served as an ACLU approved trainer on Fourth Amendment and Anti-Bias Training for the Maricopa County Sheriff’s Department, was a past Chair of the Legal Officers’ Section of the International Association of Chiefs of Police, and has a long standing relationship with the Innocence Project. IG Judge has led the OIG towards the goal of a more effective, robust, and trustworthy police accountability system since being first appointed in 2018, developing a small office into a fully-fledged department capable of taking over the oversight of SPD from the Federal Monitor and the Court. It now boasts an award-winning audit team, a refined policy team, and an experienced investigations team that have undergone years of difficult analysis in response to the protests in 2020, like the Sentinel Event Review and review of the SPD crowd management tactics.	
<b>Authorizing Signature:</b>  Date Signed: 5/29/2024	<b>Appointing Signatory:</b> <i>Robert E. Kettle</i> Councilmember, District 7

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

May 4, 2024

Council Member Robert Kettle  
Public Safety Committee Chair

Re: Request for Re-Appointment

Dear Councilmember Kettle,

It has been my honor to serve the City of Seattle as its first Inspector General for Public Safety, and I am writing to express my strong desire to continue to serve our community in this capacity with reappointment to a second term. My first term will expire on December 31, 2024, and I would like the opportunity to continue the important work of the Office of Inspector General (OIG) in seamlessly transitioning from federal oversight as well as ensuring accountable policing practices remain a cornerstone of the Seattle Police Department (SPD).

Over the past six years, I have taken the theoretical blueprint for OIG, envisioned by the 2017 Accountability ordinance, and created a diverse, well-respected, high-performing office that delivers quality systemic oversight of SPD and OPA and performs detailed audits and reviews of SPD systems and operations. The office has gone from a small operation in the basement of City Hall to a properly staffed department capable of assuming systemic oversight of SPD from the federal monitor and Court. I am proud of how OIG has grown in terms of structure and staffing and of the substantial body of significant work we have produced in a relatively short time frame. I am excited to continue the important work we have in progress and partner with SPD, stakeholders, and our community to solidify the strong foundation of systemic public safety oversight we have created.

Of paramount importance on the near horizon is transitioning oversight work performed by the federal monitor and Court to the City, with OIG at the helm. Federal oversight has resulted in significant progress by SPD and the City but has come at a cost, both in terms of financial investments and reduced independence for the City. Transitioning the work to OIG will allow the City to assume independence to tailor police accountability to address our specific community concerns, and will provide savings to the City when it no longer must pay for external oversight. This transition is well underway and an interim work plan and methodology have been filed with the federal court, but it is important for OIG and the City to have stability and a steady vision for assuming oversight in a comprehensive, thoughtful, collaborative manner. I have brought significant policing expertise to OIG and have built relationships based upon trust and respect with SPD, stakeholders, and community that will foster continued collaboration and growth.

I respect and value external feedback and critique of OIG and have welcomed several independent examinations of our operations. In 2021, I engaged the OIR Group to evaluate OIG

handling of OPA oversight, and in 2023, the OIG audit function passed an extensive peer review by The Association of Local Government Auditors (ALGA), which is a remarkable achievement for a first evaluation. Notably, the federal monitor recently commissioned an independent evaluation of the Seattle accountability system by Dr. Richard Rosenthal. The Rosenthal report provided an in-depth review of OIG operations within the Seattle Accountability triad, finding OIG is credible, produces reputable work, and has the confidence of stakeholders.

A compendium of projects, accomplishments, and milestones is attached to this letter, but I would like to highlight some significant achievements from the first six years of OIG:

- Audits are highly collaborative and factually supported, resulting in a high implementation rate for recommendations.
- OIG Audit operations passed its first peer review by a national organization.
- The audit of SPD compliance with youth Miranda requirements won a prestigious national “Knighton” Award in 2023.
- Significant work in the area of Use of Force, including: mapping of the process for investigation and review of force, creation of various reports on less lethal weapons, crowd management, systemic review of 2020 protests, assessment of FRB in 2019 and 2023, technical assistance with force response to persons in crisis, and technical assistance with policy.
- Traffic Stop safety projects designed to reduce the instances where officers and community members come into contact in uncertain and potentially dangerous encounters when unnecessary for traffic safety, and to explore alternative approaches for enforcement and reduction of offenses.
- Projects to improve SPD practices around the use of deception in interrogations and to explore and implement more effective means of interviewing using the “peace model” of interviewing.
- Audits and projects to better understand the disciplinary system and assess its effectiveness, including: mapping of the process for investigation and meting out discipline, an audit with recommendations around the discipline process, with a follow-up audit currently ongoing.
- Input and technical assistance with Collective Bargaining Agreement issues, including: Identifying barriers to accountability in CBAs, providing input to Council and LRPC on bargaining parameters, and providing technical assistance during bargaining.
- Surveillance technology oversight, including reports on 12 technologies to date, development of internal expertise and capability to conduct assessments, ongoing assessment of new technologies, and revamping of the review process to efficiently allocate city efforts and resources.
- Created an innovative, community-centered Sentinel Event Review to pioneer a new way to problem-solve issues of great concern to community by facilitating a cooperative, forward-looking approach with SPD and community at the table.

- Projects to improve approaches to responding to persons in crisis, including an alert letter to the Chief in 2021, ongoing technical assistance, ongoing evaluation of SPD use of force and practices related to crisis response.
- Review of all OPA classification decisions and investigations with regular reporting out to stakeholders and community.
- Significant engagement with community and relationship building. Centering our work around community concerns and values and imbuing all our endeavors with DEI principles.
- Liaison and partnership with Seattle City Councilmembers, the Mayor’s Office, and system and community partners in planning, conducting and communicating our work.

Although I came to the position of Inspector General with expansive knowledge and expertise in police policy and practices, I have worked during my term to cultivate expertise in auditing, choosing to have my audit team adhere to the stringent Generally Accepted Government Auditing Standards (GAGAS or “Yellow Book”), as well as to attain certification as an Inspector General from the Association of Inspectors General, a national standards and certification organization. The unique experience and skillset I possess continue to make me uniquely qualified to continue serving as Seattle’s Inspector General for Public Safety.

A second term would allow for establishing a solid foundation and body of work reflecting the priorities and concerns of a new council, fully assuming responsibility to provide full systemic oversight of SPD, ensuring reforms established under the consent decree continue and the underlying philosophy of continuous self-reflection, innovation, and improvement flourish in a cooperative atmosphere where oversight is understandable and transparent. I appreciate your partnership in public safety oversight and your consideration of this request. I would be honored to continue to serve the City of Seattle.

Respectfully yours,



---

Lisa Judge  
Inspector General for Public Safety

Attachments:

- A—First Term Review
- B—Report on the Seattle Accountability System by Dr. Richard Rosenthal
- C—Audit Recommendation Tracker
- D—Policy Recommendation Tracker

# LISA ALLISON JUDGE

## SKILLS SUMMARY

I have spent the previous six years as the inaugural Inspector General for Public Safety for the City of Seattle. I have built the office from the ground up into a robust, values-driven oversight body, committed to objectivity, independence, and reliance on data. During this time, I have become proficient in the principles of auditing under the Generally Accepted Government Auditing Standards (GAGAS) and have earned certification as an Inspector General from the Association of Inspectors General.

Prior to that, I spent over 23-year practicing criminal and municipal law with the City of Tucson. I was General Counsel for the Tucson Police Department for more than 21 years of that time, where my focus was constitutional law, criminal procedure, and risk management.

## EDUCATION

UNIVERSITY OF ARIZONA

*Juris Doctor, 1994*

UNIVERSITY OF ARIZONA

*Bachelor of Arts, Anthropology, 1989*

## CONTINUING PROFESSIONAL EDUCATION

Ongoing participation in a wide variety of training opportunities to maintain current knowledge and expertise in relevant areas of law, management, auditing, and topics specific to Inspectors General. Attendance at training conferences focused on civilian oversight, policing practices, anti-bias, and DEI.

## PROFESSIONAL EXPERIENCE

I have six years of experience as an Inspector General with oversight of the Seattle Police Department and the Office of Police Accountability. I have demonstrated proficiency in management and leadership of the Seattle OIG. Previously, I had more than 23 years of experience as a practicing attorney, with over 21 years as General Counsel for the Tucson Police Department.

### CITY OF SEATTLE

INSPECTOR GENERAL FOR PUBLIC SAFETY / MAY 2018 TO PRESENT

Lead an office of audit, policy, and statistical analysis professionals in providing independent, data-driven systemic oversight of SPD and OPA. Act as the audit executive and subject matter expert for OIG policy and audit projects, as well as OPA oversight efforts. Guide and direct efforts to transition systemic oversight from the federal monitor and Court to OIG.

## CITY OF TUCSON

PRINCIPAL ASSISTANT CITY ATTORNEY, POLICE LEGAL ADVISOR / AUGUST 1996 TO MAY 2018

Senior in-house counsel to a large urban police department, providing legal and management advice to the Chief and senior commanders. Provided legal advice to command and line-level personnel on use of force and force investigation, employment law, criminal law, contracts, labor issues, Fair Labor Standards Act, public relations and public records; provided ongoing legal advice and guidance for handling high-profile events, including misconduct investigations; represented the agency in various administrative and judicial proceedings; drafted proposed state legislation and engaged in lobbying efforts regarding law enforcement related legislation; provided 24/7 legal assistance to department personnel; drafted and reviewed agency policy and training.

## SIGNIFICANT ACCOMPLISHMENTS AND EXPERIENCE

- Created and led a comprehensive "Sentinel Event Review" (SER) of the SPD response to protests in the summer of 2020, which included innovative use of emerging crowd psychology research and significant inclusion of community input and participation, resulting in dramatic improvements to SPD crowd management practices.
- Received a "pass" for the first-ever peer review of the OIG audit function by the Association of Local Government Auditors (ALGA). This is uncommon and a major achievement.
- Received a "Knighton Award" from ALGA for an audit of SPD compliance with Youth Miranda laws. This is a prestigious award and a noteworthy accomplishment for a new audit office.
- Attained Inspector General certification through the Association of Inspectors General.
- Acted as an ACLU-approved trainer for court-ordered refresher training on Fourth Amendment law and anti-bias in the DOJ lawsuit against Maricopa County, Arizona.
- Served as Chair of the Legal Officers Section of the International Association of Chiefs of Police.
- Published articles on *Miranda* rights, *Brady* issues, and other legal training topics.
- Presented numerous times at NACOLE and IACP conferences on a variety of legal and equity topics, and at the 2023 Penn Law Spring Symposium on the SER process.

## PROFESSIONAL ORGANIZATIONS AND ACTIVITIES

- Member of the Association of Inspectors General
- Member of the Association of Local Government Auditors
- Member of the National Association for Civilian Oversight of Law Enforcement
- Member of the National Association of Black Law Enforcement Executives
- Committee member of the IACP Policy Center since 2008
- Admitted to practice before the U.S. Supreme Court, Ninth Circuit Court of Appeals, and the U.S. District Court for the District of Arizona, and Member of the State Bar of Arizona



CITY OF SEATTLE ▪ STATE OF WASHINGTON  
OATH OF OFFICE

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State of Washington

County of King

I, Lisa Allison Judge, 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 Inspector General of the City of Seattle; 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 Inspector General.

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Lisa Allison Judge

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 2024.

[Seal]

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Scheereen Dedman, City Clerk





## Seattle Office of Police Accountability

June 10, 2024

Robert Kettle  
Councilmember/Public Safety Committee Chair  
City Hall  
600 Fourth Avenue (2<sup>nd</sup> floor)  
Seattle, WA. 98104

Chair Kettle and Public Safety Committee Councilmembers—

Please accept this letter as my input as the Office of Police Accountability's (OPA) director regarding Inspector General Lisa Judge's reappointment, as required by 3.29.230(B) of the *Police Accountability Ordinance* (125315). Since I joined OPA in August 2022, IG Judge has proven to be a committed and innovative partner. Her four-part sentinel event review reports, covering the Seattle Police Department's (SPD) response to the 2020 protests, demonstrated both. Similarly, her award-winning research and recommendations concerning SPD's consistency in issuing youth *Miranda* rights when required, police surveillance, crowd management, traffic enforcement, SPD employee discipline, collective bargaining agreements, and oversight of chief of police complaints highlight some of IG Judge's contributions to Seattle's police accountability partnership.

Moreover, IG Judge is a proven asset in ensuring high-quality OPA investigations and decision-making. Her office provides meaningful reviews and feedback concerning OPA's classification of complaints and investigations. That collaboration resulted in 94% of OPA investigations being disposed of within mandated timelines and over 92% being certified as timely, thorough, and objective in 2023. These outstanding outcomes are a direct reflection of IG Judge's work ethic and leadership and should instill confidence in her reappointment. Thank you for your leadership and for considering my perspective. Please feel free to reach out if I can assist you further.

Sincerely,

A handwritten signature in black ink, appearing to read "Gino Betts".

Gino Betts  
OPA Director

# Seattle Community Police Commission

June 10, 2024

VIA EMAIL

Councilmember Robert Kettle  
Chair, Public Safety Committee  
Members, Public Safety Committee

Dear Councilmember Kettle and Members of the Public Safety Committee,

As part of the reappointment process for the Inspector General for Public Safety, the 2017 Accountability Ordinance requires that the Public Safety Committee receive input from the Community Police Commission (CPC) and the Office of Police Accountability (OPA) Director prior to reappointments (3.29.230 B). The CPC welcomes the opportunity to offer input into this process.

A strong working relationship and engagement among the accountability partners are essential for the accountability system to operate effectively. The current leadership at the CPC has been in place for approximately two years, with a top priority of building and strengthening our relationships with all accountability partners, including the Office of Inspector General (OIG).

The CPC is pleased with recent progress from OIG in improving its relationship with the Commission. Each year, as mandated by the Accountability Ordinance, OIG seeks input into their next year's work plan from all accountability partners, including CPC. In May 2024, Inspector General for Public Safety Lisa Judge presented to the CPC on the 2024 OIG work plan and the status of CPC's contributions to that work plan. The CPC is grateful that the OIG plans to begin work on concerns with the 911 dispatch center, which have been noted as a CPC priority for several years. The OIG has also recently engaged with the CPC on the CPC's hiring process for critical staff roles, which has been beneficial.

The appointment packet published last Friday, June 7, included the Monitor's report from December 2023 but did not include the city's response to that report. Key points from the city's response highlight the Monitor's recommendation to grant the OIG the primary role of researching and making recommendations on police policy, with OPA and CPC providing information and data to the OIG. Under this model, the OIG would function as a "clearinghouse" for policy reviews and be responsible for publicly tracking and reporting on the implementation of recommendations.

The City, however, emphasized the importance of preserving the policy roles for CPC and OPA to publicly make recommendations directly to SPD, recognizing the significant contributions CPC has made to policy development since the early years of the Consent Decree. The City's response underscores the value of CPC's role in policy development as envisioned by the original Accountability Ordinance and opposes the idea of OIG serving as the central clearinghouse for policy recommendations.

The CPC's amicus brief, filed simultaneously, emphasized the ongoing importance of the CPC's role in policy. The brief highlights that the CPC has consistently provided a forum for community members to voice their concerns and suggestions, translating these into organized policy recommendations. Working

in partnership with all our accountability partners, including OIG, is crucial, but granting all policy authority to OIG undermines the community's direct input, which is fundamental to the CPC's mission and the original accountability structure.

Moving forward, the CPC and our Executive Director, Dr. Cali Ellis, is looking forward to engaging with the Inspector General for Public Safety, Lisa Judge. We look forward to a more robust relationship with the OIG, where we can jointly support each other's roles in the accountability system.


Thank you for considering our input on the reappointment of Inspector General for Public Safety Lisa Judge. We remain committed to our role in ensuring a fair and effective accountability system for the City of Seattle.

On behalf of Seattle Community Police Commission,

Sincerely,



Reverend Patricia Hunter, Co-Chair



Reverend Harriett Walden, Co-Chair



Joel Merkel, Co-Chair

CC: Public Safety Committee

THE HONORABLE JAMES L. ROBART

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,	)	
	)	Case No. 2:12-cv-01282-JLR
Plaintiff,	)	
	)	<b>CITY OF SEATTLE’S RESPONSE TO</b>
v.	)	<b>MONITOR’S ACCOUNTABILITY</b>
	)	<b>ASSESSMENT</b>
CITY OF SEATTLE,	)	
	)	
Defendant.	)	
	)	
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The City of Seattle submits its response to the Monitor’s Accountability System Sustainment Assessment. While the Assessment does not evaluate compliance with the Consent Decree, the topics it covers are important to the City and speak to concerns raised by the Court. Moreover, the Assessment contains valuable feedback, and the City agrees with the Monitor’s overarching conclusion that “the City has developed a sophisticated accountability system, yet

**CITY OF SEATTLE’S RESPONSE TO ACCOUNTABILITY ASSESSMENT - 1**  
(12-CV-01282-JLR)

**Ann Davison**  
Seattle City Attorney  
701 5th Avenue, Suite 2050  
Seattle, WA 98104-7095  
(206) 684-8200

1 sustaining the system will require ongoing attention, funding, innovation, and support from the  
2 community, the city, and police leadership.”<sup>1</sup>

3 **1. Greater Clarity in the Roles of CPC, OIG, and OPA**

4 The Monitor recommended establishing greater clarity in the respective roles of CPC, OIG,  
5 and OPA.<sup>2</sup> Much work in this area is already underway, as described in the Monitor’s Assessment.  
6 Notably, CPC-proposed legislation<sup>3</sup> was enacted in July 2023 and accomplished the following:

- 7
- Clarified the roles, responsibilities, and relationship between the CPC Co-Chairs and Executive Director;
  - Established the qualifications for the CPC Executive Director, consistent with the OIG and OPA Directors;
  - Added a Deputy Director Position, consistent with the OIG and OPA; and
  - Returned the Commission to a size of 15 commissioners, reducing from 21, as it was originally when it was established.
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12 CPC is in the process of working to fulfill the newly created Deputy Director position. In  
13 addition, CPC has made significant progress in developing its internal policies and procedures to  
14 clarify its work and processes and has completed its initial draft.

15 OIG is actively engaged in efforts to help the community understand the role that each  
16 agency plays in oversight within the City of Seattle. OIG is in the process of adding a new, half-  
17 time position for a Public Relations and Community Engagement Specialist. Among other  
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19 <sup>1</sup> Monitor’s Seattle Accountability System Sustainability Assessment (Dkt. 782) at 5.

20 <sup>2</sup> See Recommendations 1, 8, and 11-12. A synthesized, numbered set of recommendations  
21 appears at pages 6-7 of the Assessment and those numbers are used throughout.

22 <sup>3</sup> Ordinance 126860 is available at  
<https://seattle.legistar.com/View.ashx?M=F&ID=12242730&GUID=5E4AFB8D-934D-43CA-B7AF-A0FF8BAC7934>

1 important work, this new resource will help increase public awareness of OIG’s role in the City’s  
 2 police accountability system; develop newsletters, presentations, reports, press releases, social  
 3 media and website content; and organize and participate in OIG-sponsored community events and  
 4 events sponsored by outside organizations.

5 OPA has continued its work engaging and educating community members about Seattle’s  
 6 police oversight system. For example, in 2023 OPA surveyed almost 500 members of the public  
 7 in communities that experience disproportionate police contacts. The survey gauged awareness  
 8 about the police accountability system and OPA complaint process, and it revealed new ways to  
 9 better reach and serve these communities. Among other efforts, OPA circulates a monthly  
 10 newsletter and regularly posts to social media. In 2023, OPA led events featuring the heads of  
 11 CPC, OPA, and OIG to educate faith-based leaders and the NAACP. All told, OPA’s outreach  
 12 work increased over 200% from 2022 to 2023.

## 13 **2. Greater Efficiency and Better Tracking of Policy Recommendations**

14 The Monitor recommends “granting the OIG the primary role of researching and making  
 15 recommendations on police policy with the OPA and the CPC providing information and data to  
 16 the OIG.”<sup>4</sup> Under this model, OIG would function as a “clearinghouse” conducting policy reviews  
 17 on issues identified by CPA and OPA and then reporting the resulting recommendations to SPD  
 18 and the public. The Monitor also suggests that OIG be responsible for publicly tracking and  
 19 reporting on the implementation of recommendations.<sup>5</sup>

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21 <sup>4</sup> Recommendation 6.

22 <sup>5</sup> See Recommendations 2 and 6.

1 The City is committed to improving the policy recommendation process to address the  
 2 Monitor’s findings of inefficiency, and the City agrees that having OIG coordinate and track policy  
 3 recommendations would improve effectiveness and transparency. The City will incorporate the  
 4 Monitor’s findings in a way that preserves the policy roles for CPC and OPA to publicly make  
 5 recommendations directly to SPD. That structure achieves the right balance for our community.  
 6 Since the early years of the Consent Decree, the CPC has served an important role in policy  
 7 development. Among other contributions, the CPC provided substantial input to SPD’s use-of-  
 8 force policy, a process that the Monitor described as: “a historic moment” in which “community  
 9 representatives and police rank and file and union leaders were involved in a structured process  
 10 that gave each a voice.”<sup>6</sup> CPC also contributed significantly to SPD’s bias-free policing training.  
 11 Dkt. 176 at 7. When the City enacted the Accountability Ordinance in 2017, it established CPC as  
 12 a permanent body with an expanded mission, while retaining CPC’s original role as the voice of  
 13 the community.

14 OPA also has a valuable perspective gained from its firsthand knowledge of complaints  
 15 filed by community members, among other sources. OPA issues recommendations to SPD when  
 16 its investigations indicate that improvements to Department policy or training may help prevent  
 17 similar negative outcomes in the future.

18 The Monitor’s goals of improving efficiency and transparency can be advanced while  
 19 preserving the historical policy roles of CPC and OPA. The Monitor’s Assessment suggests that  
 20 OIG take on the role of tracking and reporting out publicly on the status of policy recommendations

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 22 <sup>6</sup> Dkt. 212 at 2 n.5 (quoting NACOLE presentation); *see also* Court’s Order (Dkt. 225) at  
 3 (recognizing “CPC’s attempts to reach out to SPD officers and the community”).

1 made to SPD as well as the status of implementation of the Accountability Ordinance.<sup>7</sup> The City  
2 agrees that such tracking and reporting are critical tasks and align well with OIG’s mission.

### 3 **3. Discipline-Related Recommendations and Legislative Reform**

4 The Monitor’s Assessment raises several areas that bear on police discipline and the  
5 disciplinary process.<sup>8</sup> Mayor Harrell already has designated reform of the police accountability  
6 arbitration system as one of his top legislative priorities in the 2024 session—addressing  
7 Recommendation 14.<sup>9</sup>

8 The City also agrees with Recommendation 9 to develop a more streamlined and practical  
9 process for addressing minor misconduct by officers. OIG, OPA, and SPD have conferred on this  
10 topic and will continue these discussions. This recommendation is an especially high priority for  
11 SPD because OPA’s involvement in minor performance issues is not only inefficient, but it also  
12 interferes with effective supervision. Implementing Recommendation 9 would allow for more  
13 robust mentorship by empowering SPD supervisors to promptly address performance and  
14 customer service concerns (as opposed to serious misconduct—which would continue to be  
15 investigated by OPA). And, as noted by the Monitor, it would allow OPA to prioritize its  
16 investigative resources on allegations of serious misconduct. SPD looks forward to, in  
17 collaboration with the Accountability Partners, developing “specific expectations for first-line  
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19 <sup>8</sup> See Recommendations 9 and 14-16.

20 <sup>9</sup> Mayor Harrell supports legislation that would require arbitrators to afford substantial  
21 deference to discipline imposed by a Chief of Police or Sherriff.  
22 [https://harrell.seattle.gov/2024/01/08/as-state-legislative-session-begins-mayor-harrell-  
highlights-key-priorities-for-seattle/](https://harrell.seattle.gov/2024/01/08/as-state-legislative-session-begins-mayor-harrell-highlights-key-priorities-for-seattle/)



1 supervisors to address such misconduct,” ensuring that “the policy and process [] is fair and  
2 uniform; is adequately documented; and is subject to ongoing, systematic review and oversight by  
3 OIG.”<sup>10</sup>

4 Addressing Recommendation 7, OIG is working to perform a limited follow-up of the 2021  
5 Audit of the Disciplinary System for SPD Sworn Personnel, as reflected in its 2024 Work Plan.<sup>11</sup>  
6 This audit will include an updated evaluation of disciplinary outcomes compared to  
7 recommendations, complainant input, and any impacts of recent arbitration.

### 8 **Conclusion**

9 Sustainable reform requires continuous innovation, improvement, and public engagement.  
10 The Monitor’s Assessment contains valuable feedback that will help inform the efforts of the  
11 City’s elected and appointed leaders in pursuit of meaningful police accountability.

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<sup>10</sup> Monitor’s Assessment (dkt. 782) at 7.

22 <sup>11</sup> Available at  
23 <https://www.seattle.gov/documents/Departments/OIG/Annual/OIG2024Workplan.pdf>

1 Respectfully submitted,

2 DATED this 29th day of January, 2024.

3  
4 For the CITY OF SEATTLE  
ANN DAVISON  
5 Seattle City Attorney

6 s/ Kerala Cowart  
Kerala Cowart, WSBA #53649  
7 Assistant City Attorney  
Phone: (206) 733-9001  
8 Fax: (206) 684-8284  
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9 Jessica Leiser, WSBA #49349  
10 Assistant City Attorney  
Phone: (206) 727-8874  
11 Fax: (206) 684-8284  
Email: Jessica.Leiser@seattle.gov

12 Seattle City Attorney's Office  
13 701 Fifth Avenue, Suite 2050

The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
CITY OF SEATTLE,  
  
Defendant.

Case No. C12-1282 JLR

**MOTION FOR LEAVE TO FILE  
*AMICUS CURIAE* MEMORANDUM**

TO: Clerk of the Court

AND TO: All Parties and Counsel of Record

The Community Police Commission (CPC) respectfully moves the Court for leave to file an *amicus curiae* memorandum commenting on issues recently raised before this Court by the Monitor and the City.

The Court granted the CPC *amicus curiae* status in 2013 (Dkt. # 106), stating that the CPC “may file memoranda commenting on any issue or motion raised by the parties in court proceedings.” *Id.* at 13-14. The CPC has actively participated in this action from the beginning, precisely as the parties anticipated in the original 2012 Settlement Agreement and Memorandum of Understanding. *See* Dkt. # 3-1 ¶¶ 3-12 (requiring creation of CPC and describing CPC role). The CPC is thus especially well-situated to provide “unique or helpful information beyond what the

1 parties can provide” (Dkt. # 734) because it “leverage[s] the ideas, talent, and expertise of the  
2 community.” Dkt. #3-1 ¶ 6. The CPC’s input is particularly appropriate now in light of the issues  
3 raised in the Monitor’s December 29, 2023 Report (Dkt. #782), which provides findings and  
4 recommendations concerning the CPC itself. The CPC thus respectfully moves for leave to file the  
5 attached *amicus curiae* memorandum.  
6

7 DATED January 29, 2024

Respectfully submitted,

8 By: /s/ Edgar Sargent

9 Edgar G. Sargent, WSBA #28283  
esargent@susmangodfrey.com  
10 Daniel J. Shih, WSBA #37999  
dshih@susmangodfrey.com  
11 Floyd G. Short, WSBA # 21632  
fshort@susmangodfrey.com  
12 Drew D. Hansen, WSBA #30467  
dhansen@SusmanGodfrey.com  
13 SUSMAN GODFREY L.L.P.  
401 Union Street, Suite 3000  
14 Seattle, WA 98101  
Phone: (206) 516-3880  
15 Fax: (206) 516-3883

16 **CERTIFICATE OF SERVICE**

17 I hereby certify that on January 29, 2024, I electronically filed the foregoing with the Clerk  
18 of the Court using the CM/ECF system, which will send notification of such filing to all counsel of  
19 record.  
20

21 /s/Edgar Sargent  
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The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
CITY OF SEATTLE,  
  
Defendant.

Case No. C12-1282 JLR

**COMMUNITY POLICE  
COMMISSION'S MEMORANDUM AND  
EXHIBIT COMMENTING ON  
MONITOR'S DECEMBER 2023  
REPORT**

TO: Clerk of the Court

AND TO: All Parties and Counsel of Record

Amicus curiae Seattle Community Police Commission submits this memorandum attaching as Exhibit 1 a letter signed by the CPC Co-Chairs addressing certain issues raised in the Seattle Accountability System Sustainability Assessment, submitted by the Federal Monitoring Team to the Court December 29, 2023 (Dkt #782).

DATED January 29, 2024

Respectfully submitted,

By: /s/ Edgar Sargent  
Edgar G. Sargent, WSBA #28283  
esargent@susmangodfrey.com  
Daniel J. Shih, WSBA #37999  
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Floyd G. Short, WSBA # 21632

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dhansen@SusmanGodfrey.com  
SUSMAN GODFREY L.L.P.  
401 Union Street, Suite 3000  
Seattle, WA 98101  
Phone: (206) 516-3880  
Fax: (206) 516-3883

**CERTIFICATE OF SERVICE**

I hereby certify that on January 29, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/Edgar Sargent

Seattle  
Community  
Police Commission

Hon. Judge James Robart  
United States District Court for the Western District of Washington  
United States Courthouse  
1051 6<sup>th</sup> Avenue  
Seattle, Washington 98104

Your Honor:

The Seattle Community Police Commission (“CPC”) provides this letter responding to the Seattle Accountability System Sustainability Assessment submitted by the Federal Monitoring Team to the Court on December 29, 2023 (the “Monitor’s Report”). The Monitor provided the CPC with a draft copy of the Report and the CPC attempted to raise the issues addressed in this letter directly with the Monitor, but, in the CPC’s view, the short deadlines established for reactions to the draft precluded meaningful discussion of the CPC’s concerns. Whatever the cause, the CPC’s input does not appear to have been taken into account in the final Monitor’s Report, which is largely unchanged from the initial draft.

In performing his assessment, the Monitor minimized—and sometimes simply ignored—Seattle’s bold and singular plan to prioritize direct community involvement in police policy. Seattle’s approach has empowered its citizens by offering them direct input into the methods and conduct of the officers with whom they interact. Because this community engagement was a fundamental principle in Seattle’s police accountability system from the outset, the Community Police Commission was the first of the three accountability organizations to be created, and did the work of creating the other accountability partners in their current form.

Since its formation in 2012, the CPC has consistently provided a forum where community members could voice concerns, suggestions, complaints and commendations based on actual experience with the SPD. And the CPC could compile these diverse comments into organized and vetted proposals that the CPC could then submit directly to SPD. Over the past ten years, this process generated important policy recommendations in several areas, including use of force, crowd control, Seattle’s first-in-the-nation ruse policy, and the implementation of body-worn cameras.

The Monitor largely ignores the importance of this level of community involvement in his Report and thus downplays the purpose, mandate, and value of the CPC. Instead, the Report prioritizes efficiency and consistency of communication by, for example, repeating without proper context or qualification anonymous complaints that the CPC “gets divided” or suffers from a “lack of clarity.” (Report, page 50) This bias in favor of bureaucratic efficiency over community involvement pervades the report but is particularly evident in the section addressing the CPC. What is missing from the Monitor’s analysis is an acknowledgment that providing voice to the members of a diverse community such as Seattle inherently involves some “lack of clarity” and may “get

## Seattle Community Police Commission

divided.” Seattle’s City Council and the parties to the consent decree fully understood that a high degree of community engagement would likely lead to a multiplicity of voices and messages. Seattle nevertheless chose to prioritize community empowerment.

The Monitor’s failure to appreciate this history is evident in the Report’s use of extensive quotes from a May 2017 statement by former SPD Chief O’Toole addressing what he called “the abject complexity” of the three-part accountability structure being considered by the City Council. What the Monitor fails to acknowledge is that Chief O’Toole’s concerns were presented to the City Council before the accountability ordinance was passed and the City Council chose to proceed with the current structure regardless. Although the Monitor himself clearly found O’Toole’s concerns notable, the Report provides no concrete basis for revisiting the City Council’s 2017 determination to adopt the current system despite those concerns. In particular, the Monitor has not provided any examples of the SPD being “impeded” in its “ability . . . to implement timely and relevant change” or any evidence to believe that the accountability structure has “los[t] its force altogether through its unworkability,” as Chief O’Toole foresaw. Indeed, despite facing the challenges posed by the 2020 racial justice unrest, the pandemic, and other events, the accountability structure has continued to function coherently and effectively. Certainly, the Monitor provides no basis to conclude that any problems that *do* exist with the current system are the result of confusion or bureaucratic inefficiency.

In this general context, the voices that are missing from the Monitor’s Report are particularly notable. Although the Monitor quotes many current city employees as well as officials such as former Chief O’Toole, he includes no remarks from any of the civilian (*i.e.* non-city-employee) members of the community who are the direct constituency of the CPC. He also apparently failed to seek input from any of the community organizations which have been actively involved in efforts to reform the Seattle Police Department, such as the ACLU, Faith Action Network, El Centro De La Raza, Asian Counseling and Referral Service, or other community groups. In the CPC’s estimation, the Monitor’s omission of community viewpoints further skews the analysis in the Report to favor administrative and bureaucratic priorities over community empowerment.

The Monitor also raises several criticisms of the CPC that are either outdated or too one-sided to be useful. The Report focuses on allegations of conflict between the CPC Executive Director, staff, and members of the committee. These claims relate to a relatively brief period of discord which, unfortunately, immediately preceded the period in which the Monitor conducted most of his investigation. Subsequent personnel changes at the CPC have eliminated the previous problems, which were also exacerbated by the challenges of the pandemic and the aftermath of the 2020 racial justice protests. The CPC has not demonstrated a pattern of dysfunction or inaction over time and significant changes to its structure or authority are not warranted.

The most impactful modification to the accountability system proposed by the Monitor is also the most problematic. He suggests that proposals for SPD policy changes should all be made through OIG and that the CPC and OPA should no longer be authorized to communicate such proposals directly. (Report at pages 58-60). Once again, the Monitor bases his conclusions on reports from



## Seattle Community Police Commission

city employees that the current system is “frustrating” because it is “too complex and creates unnecessary conflict”, including “conflicts in policy recommendations.” (all quotes from Report, page 58). It may be correct that silencing the CPC as an independent voice—or, more accurately, collection of voices—would lead to a system that is less complex and has fewer conflicts. But taking this step would be a grave mistake. CPC has effectively demonstrated the importance of this role as assigned to CPC in the Accountability Ordinance, and the capability of the CPC to amplify community voices in the process. The CPC has policy responsibilities to the community by design, and this should not be discounted for the sake of convenience.

This proposed change directly contradicts Seattle’s accountability ordinance, which identifies its goals to include “building a strong community-based entity *with authority to review and weigh in on police policies and assess the responsiveness of SPD, the City of Seattle and accountability system professionals to community concerns.*” (Seattle Ord. No. 125315 § 1, K). Eliminating the CPC’s official authority to comment on police policy would require legislative action to amend the existing accountability ordinance and eliminate the many provisions which authorize the CPC to provide its own, independent evaluation of police policy. *See, e.g.* 3.29.030 (A) (requiring each accountability partner to “exercise independent judgment and offer critical analysis”) and (B) (requiring each accountability partner to “recommend and promote to policymakers changes to policies and practices.”) In addition to the practical challenges posed by the need to rewrite large sections of the relevant city ordinance, the change proposed by the Monitor would signal to the community that Seattle is retreating from its commitment to community involvement in police policy and conduct issues—a message that is both inaccurate and potentially detrimental to the City’s ongoing efforts at reform. This recommendation overrides the intentions of city leaders to provide separate and independent input on policy to the SPD. The community cannot be simply a feeder to the policy clearinghouse in OIG, they must have their own voice, as designed in the 2017 Accountability Ordinance.

Most troubling of all, the Monitor appears to have decided to propose this fundamental change to Seattle’s police accountability process based on the thinnest conceivable justifications. As former Councilmember Lisa Herbold (a member of the Council at the time the Ordinance was enacted) noted in an email to the Monitor, the decision to recommend stripping the CPC of policy proposal authority appears to have been driven by the opinions of a few, largely anonymous, city employees. As Herbold notes, “there are no examples of an actual CPC policy recommendation that created any sort of a problem.” If the only real-world problems being addressed by this Monitor’s recommendation are related to confusion over potentially conflicting communications, those concerns can be addressed in with far less radical proposals, or they can simply be accepted as one of the features of a system that was expressly designed to foster input from many sources.

One additional recommendation in the Monitor’s Report should also be rejected, although it is far less significant than stripping the CPC of its role directly commenting on police policy. The Monitor proposes that responsibility for the database used to track policy initiatives should be transferred from the CPC to OIG. This proposal was based on difficulties CPC staff had initially managing the software that is used to maintain the database. Those challenges have been overcome

## Seattle Community Police Commission

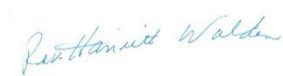
and the CPC is now fully capable of maintaining the database using the existing system, especially if all system partners commit to providing data to the CPC to update the trackers as has been requested.

Despite having a fundamental disagreement with the Monitor over the role of the community and the CPC in SPD policy reform, the CPC commends the Monitor and his team for having produced this extensive Report. Many of the reflections it contains will be valuable for the various parties involved as they seek to improve internal operations. Several of the Monitor's specific proposals are supported by the CPC, including creating and implementing internal policies and procedures to clarify roles, goals and processes for CPC staff, focusing on repairing relationships, and planning to evaluate the effectiveness of changes implemented by the CPC over time. We look forward to facilitating a robust and direct community voice in this important work.

On behalf of Seattle Community Police Commission,  
Sincerely,



Reverend Patricia Hunter, Co-Chair



Reverend Harriett Walden, Co-Chair



Joel Merkel, Co-Chair



Legislation Text

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**File #: CB 120804, Version: 1**

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to housing for low-income households; adopting the 2023 Seattle Housing Levy Administrative and Financial Plan for program years 2024-2026; adopting Housing Funding Policies 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; creating two funds for Housing Levy revenues; and ratifying and confirming certain prior acts.

WHEREAS, pursuant to Ordinance 126837, in 2023 Seattle voters approved the levy of property taxes for the purpose of financing and supporting housing for low-income households (“Housing Levy”); and

WHEREAS, Ordinance 126837 provides for periodic adoption by the City Council of an Administrative and Financial Plan for programs funded by the 2023 Housing Levy; and

WHEREAS, the Administrative and Financial Plan is accompanied by Housing Funding Policies that also describe Office of Housing (“OH”) programs and apply to Levy funds and other housing funds administered by OH as specified for each program; and

WHEREAS, Resolution 32093 provides for certain additional inclusions in the Administrative and Financial Plan and Housing Funding Policies; and

WHEREAS, OH developed the Administrative and Financial Plan and Housing Funding Policies with input from the Housing Levy Oversight Committee, subject matter experts at OH, staff in other City departments, housing developer and operator partners, and members of the community; NOW, THEREFORE,

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

Section 1. The City Council adopts the 2023 Seattle Housing Levy Administrative and Financial Plan

for program years 2024-2026, attached to this ordinance as Attachment A (“A&F Plan”). The A&F Plan incorporates the Housing Funding Policies attached to this ordinance as Attachment B (“Funding Policies”), except those policies that specifically apply only to fund sources other than the 2023 Housing Levy and except as otherwise stated in the A&F Plan or Funding Policies.

Section 2. The City Council adopts the Funding Policies attached to this ordinance as Attachment B. The Funding Policies supersede the Housing Funding Policies adopted by Ordinance 126611 except as provided in Section 4 of this ordinance. The Funding Policies authorize certain actions and approvals by the Director of Housing regarding loans and contracts made under the Funding Policies and those made under prior plans, policies, and ordinances. That authority is granted in addition to, and not in limitation of, any authority under prior plans, policies, and ordinances.

Section 3. The A&F Plan and Funding Policies are intended to provide policy direction for the implementation of programs funded by the 2023 Housing Levy, and for the use of other housing funds to the extent provided in Attachment B to this ordinance, and to provide authority for OH and the Human Services Department (HSD). The A&F Plan and Funding Policies are not intended to confer any legal rights or entitlements on any persons, groups, or entities, and are not intended to create a basis for any private cause of action.

Section 4. The A&F Plan and Funding Policies are effective as of January 1, 2024, and shall remain in effect until amended or superseded by ordinance, except as provided in this section. Any actions on or after January 1, 2024, conforming to the A&F Plan and Funding Policies, as applicable, are ratified and confirmed. The terms of the A&F Plan and Funding Policies shall not require changes to the terms, or to the implementation, of any contract in effect prior to the effective date of this ordinance. The Director of Housing may implement funding awards made prior to January 1, 2024, in a manner consistent with policies in effect when the related notice of funding availability was issued or the application was submitted, whether or not there is a binding agreement prior to the effective date of this ordinance, anything in the A&F Plan or Funding

Policies notwithstanding. However, with the agreement of the borrower or applicant, the Director of Housing may apply provisions of the A&F Plan, or Funding Policies, that are not specific to the 2023 Housing Levy, to agreements implementing such previous funding awards, and any provisions of any agreement or amendment conforming to those provisions are ratified and confirmed.

Section 5. New Fund 16423. A new 2023 Levy Program Fund is created with fund number 16423, into which revenues may be deposited, and from which associated expenditures may be paid for the purposes described in the A&F Plan.

Section 6. New Fund 16422. A new 2023 Levy OMS Fund is created with fund number 16422, into which revenues may be deposited, and from which associated expenditures may be paid for the purposes described in the A&F Plan.

Section 7. Levy Revenues. Unless otherwise directed by ordinance, all revenues collected from the 2023 Seattle Housing Levy shall be deposited as follows:

- \$821,960,175 in the 2023 Levy Program Fund (16423), of which \$117,422,882.00 will be deposited annually; and
- \$60,000,000 in the existing Office of Housing Operating Fund (16600), of which \$8,571,428.57 will be deposited annually; and
- \$88,300,000 in the 2023 Levy OMS Fund (16422), of which up to \$12,614,285.70 will be deposited annually contingent on available revenues.

Revenues collected will be managed in existing Budget Summary Levels. Proceeds may be temporarily deposited or invested in such manner as may be lawful for the investment of City money, and interest and other earnings shall be used for the purposes as described in the A&F Plan.

The Director of Housing shall have responsibility for administering the two new funds. The Director of Finance is authorized to create accounts or subaccounts as may be needed to implement the funds' purpose and

intent as established by this ordinance.

Section 8. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or any attachment to this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of any other provisions of this ordinance or its attachments, or the validity of their application to other persons or circumstances.

Section 9. 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 \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment A - Seattle Housing Levy Administrative and Financial Plan for Program Years 2024-2026

Attachment B - Housing Funding Policies for Program Years 2024-2026

# Seattle Housing Levy Administrative & Financial Plan

Program Years 2024-2026



**Seattle**  
Office of Housing



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## I. Introduction

The 2023 Housing Levy, approved by Seattle voters in November 2023, authorized an increase in property tax levies for the seven-year period from 2024 through 2030. The 2023 Housing Levy is estimated to raise approximately \$970 million to provide, produce, and/or preserve affordable housing in Seattle and to assist low-income Seattle residents. The Levy funds five programs:

1. Rental Production and Preservation
2. Operating, Maintenance, and Services (OMS)
3. Homeownership
4. Short-Term Loans<sup>1</sup>
5. Homelessness Prevention and Housing Stability Services

Ordinance 126837, passed by City Council on June 13, 2023, placed the Housing Levy proposition on the November 2023 ballot and directed the Office of Housing (OH) to prepare a Housing Levy Administrative and Financial Plan (A&F Plan) every two years beginning in 2024. The ordinance calls for the A&F Plan to include: dollar amounts allocated to each Levy program, criteria for selecting projects to receive Levy funds, guidelines for administering loans or grants, and requirements for project sponsors. The A&F Plan may also include other information as deemed appropriate by the Mayor or Housing Director, or as requested by the City Council.

The Levy A&F Plan is adopted by City Council by ordinance, with such modifications as the City Council may require. The draft A&F Plan is developed by OH and informed by stakeholder and community engagement, including input from representatives of housing providers, partner public funders, businesses, groups addressing homelessness and other human service issues, and other interested community members. The Housing Levy Oversight Committee reviews the draft and makes recommendations to the Mayor and City Council.

This A&F Plan governs implementation of Housing Levy programs in 2024 and 2025 and will remain in effect until amended or superseded by ordinance. This A&F Plan incorporates the Housing Funding Policies (Funding Policies), except to the extent that provisions of the Funding Policies apply exclusively to fund sources other than the 2023 Housing Levy. The contents of

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<sup>1</sup> The Short-Term Loans program was previously known as Acquisition and Preservation Loans. The Short-Term Loans program does not receive a dedicated allocation of Housing Levy funds.

this A&F Plan are not intended to confer any legal rights on actual or potential project borrowers, applicants, or other persons.

Capitalized terms used in this A&F Plan that are defined in the Funding Policies have the meanings set forth in the Funding Policies unless the context otherwise requires. The terms of this Plan are subject to revision by ordinance and to the effect of applicable laws, regulations, and ordinances. To the extent that the terms of this A&F Plan, including incorporated terms of the Housing Funding Policies, may be considered to add to or change any of the programs as described in Exhibit A to Ordinance 126837, the adoption of this A&F Plan makes those additions to and changes in programs.

## II. Levy Funding Plan

All Levy revenues collected for housing are deposited in the Low-Income Housing Fund, the Office of Housing Operating Fund, and the 2023 Levy OMS Fund and may be placed in subfunds or accounts created by the City’s Director of Finance and Administrative Services as needed to implement the purposes of the 2023 Levy. Table 1 below shows annual amounts allocated to each program based on projected revenues from additional taxes levied pursuant to the Levy. If revenues collected in any year are lower than the amounts levied, that does not affect the amount that may be committed from the allocation to any program unless OH determines that the availability of funds when required to meet commitments might reasonably be impaired. The Short-Term Loan Program is not separately funded; funds allocated to other Levy programs that are not yet needed for projects may be used for short-term loans, which may include acquiring options.

Administration funding shown on Table 1 is intended to be used for administration of the use of Levy proceeds. Administration funds shall be utilized for staffing, holding costs of OH-owned properties, and other operating costs needed to administer the programs, as approved in the City budget. OH will work closely with Council during the annual City budget process to communicate proposed and actual uses of administration funds. Administration funds include up to a total of \$10M over the seven-year period for Pre-Development costs, as defined in the Housing Funding Policies.

Due to inflation, OH staffing costs will increase over the life of the Levy. Revenue is expected to be received evenly over the seven years, but expenditures for administration will be slightly lower in the early years of the Levy and slightly higher in the later years. The unspent balance in the early years will be preserved in the fund balance of OH’s Operating Fund.

On a quarterly basis, the Human Services Department (HSD) will submit a reimbursement request to OH for expenses related to the Homelessness Prevention and Housing Stability Services program, including funding for HSD’s administration of the program.

**Table 1**  
Annual Funding Plan, 2024-2030

<b>Program</b>	<b>Total Levy Revenue</b>	<b>Annual Levy Revenue</b>
Rental Housing Production and Preservation	\$707,270,389	\$101,038,626
Operating, Maintenance, and Services <sup>2</sup>	\$122,300,000	\$17,471,429
Homeownership	\$50,689,796	\$7,241,399
Homelessness Prevention and Housing Stability Services/Rapid Rehousing (HSD) <sup>3</sup>	\$16,990,000 (Homelessness Prevention)  \$3,010,000 (Rapid Rehousing)	\$2,427,143 (Homelessness Prevention)  \$430,000 (Rapid Rehousing)
Homelessness Prevention and Housing Stability Services (OH) <sup>4</sup>	\$10,000,000	\$1,428,571
Short-Term Loans	N/A	N/A
Administration <sup>5</sup>	\$60,000,000	\$8,571,429
<b>Total</b>	<b>\$970,260,175</b>	<b>\$138,608,596</b>

**Budget Authority**

The budget allocation for OH does not include amounts specifically for Short-Term Loans or for any forward commitments of Rental Production and Preservation Program funds. OH is authorized to make such loans and forward commitments, consistent with the Funding Policies,

<sup>2</sup> Includes \$34M over the total Levy specifically for agency workforce support.

<sup>3</sup> Program is administered by the Human Services Department (HSD) and is specifically for Homelessness Prevention and Housing Stability Services; all other programs are administered by OH. Referred to as “Prevention and Housing Stabilization” in Attachment A to Ordinance 126837.

<sup>4</sup> Program is administered by OH and is for Resident Services. Referred to as “Prevention and Housing Stabilization” in Attachment A to Ordinance 126837.

<sup>5</sup> Includes up to \$10M over the total Levy for Pre-Development costs

in advance of a specific budget allocation. In the event that Short-Term Loans and/or advance funding commitments require additional budget authority in a given year, OH will request additional authority through a supplemental budget ordinance in the year that the funding award is made.

**Program Income and Investment Earnings (Current and Prior Levies)**

The provisions of this section govern the use of Program Income and investment earnings to the extent consistent with provisions that remain in effect of applicable City ordinances submitting Housing Levy measures to the voters and with state law.

Program Income received and investment earnings accumulated during the term of this A&F Plan from any of the 1986, 1995, 2002, 2009, 2016, or 2023 Housing Levies will be used for direct programmatic purposes only (not administration). Program Income received from Rental Production projects will be added to the Rental Production program, and Program Income received from Homeownership projects will be added to the Homeownership program.

Investment earnings in Rental Production funds will be used to support the homelessness prevention program that assists households at imminent risk of homelessness. The investment earnings in Homeownership funds will be used for the Homeownership program. OH will estimate investment earnings that will be available for the homelessness prevention program and include the estimate in the proposed budget.

Investment earnings for O&M programs authorized in the 1986, 1995, 2002, 2009 and 2016 Levies are accumulated and will remain along with the original Levy allocation in discrete O&M subfunds to support 20-year subsidy awards, as well as any Short-Term Loans as authorized in the Funding Policies or otherwise by ordinance.

### **III. Levy Program Policies**

Each Levy-funded program is administered according to program policies, which include goals and priorities, fund allocation process, allowable use of funds, and other requirements. These policies are contained in the Housing Funding Policies. However, policies for the Workforce Stabilization element of the OMS Program, as well as the Homelessness Prevention and Housing Stability Services Program elements are included in this section.

#### **Rental Production and Preservation**

**Goal: Produce or preserve 3,516 affordable homes**

The Rental Production and Preservation Program funds acquisition, construction, and rehabilitation of property to provide housing that serves Low-Income households, including families with children, older adults, people with disabilities, individuals and families who have experienced homelessness, and people working for low wages. Over the term of the Levy, at least 60% of the sum of program funds, combined with Operating, Maintenance, and Services Program funding, will support housing with rents affordable to individuals and families with incomes at or below 30% of Median Income; remaining funds may serve households up to 60% of Median Income. Program funds may be used according to the Housing Funding Policies, Chapter II, and Chapter VIII where applicable.

OH intends to apply Community Workforce Agreements (CWAs) to four to six OH-funded new rental construction projects. OH will pursue CWAs for additional projects pending review of project data and analysis, which will be conducted by a third party.

#### **Operating, Maintenance, and Services**

**Goal: Support operations for 1,156 affordable homes**

The Operating, Maintenance, and Services (OMS) Program funds supportive housing worker wage stabilization and building operations and maintenance in Levy-funded housing, supplementing rental income in buildings that serve households with incomes at or below 30% of Median Income. Wage stabilization and operating funding contracts are issued annually, but commitments are expected to continue for up to 20 years, subject to appropriations and annual reviews.

## **1. Operating, Maintenance, and Services Subsidies**

OMS funds are matched with tenant paid rent, other operating funding and, in most cases, services funding. Operations and maintenance funding for this program will support housing developed with 2023 Levy funding, except that funds may also be used to extend OMS contracts for projects receiving O&M funds under prior levies, as described in the Housing Funding Policies, Chapter III.

## **2. Permanent Supportive Housing Operating, Maintenance, and Services - Workforce Stabilization (PSH OMS – WS)**

PSH staff play a critical role in meeting resident needs, thereby supporting the success of PSH developments and the long-term sustainability of capital investments made by the Office of Housing. However, PSH organizations face a high volume of staff vacancies due to low wages and challenging working conditions. This program uses both Levy and JumpStart/PET funds to invest in the City’s PSH portfolio to ensure the most vulnerable remain housed and adequately supported, and those working with them are also supported, including with sustainable wages and working conditions. Detailed program policies are contained in Chapter III of the Housing Funding Policies.

## **Homeownership**

### **Goal: Assist 367 low-income homeowners**

The Levy Homeownership program assists Low-Income homebuyers to purchase a home in Seattle and Low-Income Seattle homeowners to maintain stable housing. Loans are also made to housing organizations that will sell homes to homebuyers with incomes at or below 80% of Median Income, which homes have restriction on resale prices and may be sold only to eligible buyers for 50 years or longer. Low-Income homeowners can receive assistance in the form of home repair grants or one-time mortgage loans to prevent foreclosure.

## **Short-Term Loans**

The Short-Term Loans Program may provide short-term loans for strategic Site Acquisition. Short-term loans can be made for acquisition of land or buildings for low-income housing preservation and development, consistent with the objectives and priorities of the Levy Rental Production and Preservation and Homeownership programs. Additionally, under the Homeownership program, short-term loans may be used for construction under conditions described in the Housing Funding Policies. Short-Term Loans may also be used by OH for



strategic Site Acquisition to secure long-term low-income housing use and, if it is not already in use as housing, development for that use will be feasible within a reasonable time. Short Term Loans intended for Rental Housing development utilize funds not yet required for disbursement through the Levy OMS program. Short Term Loans intended for Homeownership development utilize available development subsidy funds for homeownership investments. Upon repayment of loans or receipt of proceeds for property acquired, the funds and any interest earned return to the initial Levy program.

## **Homelessness Prevention and Housing Stability Services**

### **Goal: Assist 4,500 individuals and households**

The Homelessness Prevention and Housing Stability Services Program has two elements, a Resident Services program administered by OH, and Homelessness Prevention and Eviction Prevention administered by HSD.

#### **1. Resident Services**

The Resident Services Program utilizes funding from both Levy and JumpStart/PET to assist affordable housing providers to offer resident services that support the housing stability and physical, emotional, and financial well-being of residents of non-Permanent Supportive Housing (PSH). Services should respond to residents' needs, address racial disparities, incorporate best practices in service delivery, thereby improving housing stability and contributing to positive resident outcomes. Detailed program policies are contained in Chapter III of the Housing Funding Policies.

#### **2. Homelessness Prevention and Housing Stability Services**

Homelessness Prevention and Housing Stability Services Program serves vulnerable families and individuals who are at risk of homelessness or experiencing homelessness. The program addresses housing-related barriers through a combination of housing stabilization support services and financial assistance. A housing stability assessment is required at the onset of services to determine the level of need and the amount of assistance required. Stabilization services typically include but are not limited to assistance with housing search, landlord negotiations, budget and financial coaching, assistance applying for mainstream benefits, reviewing leases, and meeting with participants to assess their ongoing level of need.

The Homelessness Prevention and Housing Stability Services Program has two distinct elements:

- Homelessness Prevention serves households who have been assessed and determined to be at imminent risk of homelessness to maintain their housing. \$2,427,143 in annual funding is provided for this program.
- Rapid Rehousing serves households experiencing homelessness to move into stable housing after living in a car, shelter, tent, or other place not meant for human habitation. \$430,000 in annual funding is provided for this program.

This program is structured to be flexible to meet the different financial and service needs of those at risk of homelessness and people experiencing homelessness using a progressive engagement framework. This approach is consistent with current national promising practices and local experience that point to the need for a holistic and flexible approach. In serving households at risk of homelessness, the program targets resources for households at greatest risk of homelessness including formerly homeless households and households experiencing extreme overcrowding.

Contractors are required to enter data in the Homeless Management Information System (HMIS) for the purpose of overall program planning as well as performance review. A key outcome measure is ongoing housing stability: the number of households who do not enter or return to homelessness 12 months after assistance to the household ends.

#### A. Eligible Households

To be eligible to apply for program funds, households must meet all the following requirements:

- Homeless or at risk of homelessness:
  - Households at risk of homelessness must have been assessed and been determined to have a housing crisis. For the purposes of this program, couch surfing or doubled up households with limited resources may be considered at risk of homelessness. Households must reside in Seattle at the time of program intake; or
  - Homeless households must be literally homeless households staying in a place not meant for human habitation and must be referred through King County’s regional Coordinated Entry for All system.
- 50% of Area Median Income or below
- Inadequate financial resources to secure or maintain stable housing without assistance

#### B. Eligible Use of Funds

Financial assistance is available for:

- Rent payments

- Rent or utility arrears needed to obtain or retain secure, stable housing
- Security and/or utility deposits and other move-in costs (background check fees, first and last month's rent)
- Transportation assistance
- Financial assistance may not exceed 18 months in a 36-month period

#### Program and Administration Costs

- Agency staffing and associated service delivery costs required to provide housing stabilization services, including translation services needed to stop an eviction action.

#### C. Program Requirements

Levy funds will be administered by contractors who demonstrate ability to do the following:

- Provide housing stabilization services
- Provide financial assistance to prevent or address homelessness using a progressive engagement framework
- Enter data directly into HMIS for program planning and performance review

#### D. Program Reporting

HSD will provide an annual program progress report to OH to be included in the Housing Levy annual report due to the City Council no later than June 30 of each year. The annual data will be provided separately for homelessness prevention assistance to households at risk of homelessness, and for assistance to households who are experiencing homelessness. The data will include but not be limited to:

- Demographic data for program participants including, but not limited to, gender, disability status, household income, and household composition,
- Program financial information including, but not limited to, average amount of assistance per household,
- The number of households served; and
- Program performance outcomes including the following:
  - The number and percent of households exiting to permanent housing at program exit;
  - The number and percent of households exiting to other (homelessness, shelter, etc.) at program exit;
  - The number and percent of households stably housed at 12 months;
  - The number and percent of households stably housed at 24 months.

## IV. Reporting

OH will provide an annual program progress and performance report to the Mayor and City Council no later than June 30 of each year, covering activity for the previous year and cumulative performance for the 2023 Housing Levy. Reports will be reviewed in draft by the Housing Levy Oversight Committee. The annual report will include, but not be limited to:

- General Accomplishments
  - Production for each Levy program, including actual unit production and households assisted compared to goals
  - Affordability levels of housing produced with program funds, actual compared to goals
- Rental Production and Preservation
  - Projects and units funded, funding reserved for the same
  - Location of funded projects
- Operating, Maintenance, and Services
  - Operating Funding
    - Contracts issues, buildings and units supported, and their funding level
  - Workforce Stabilization
    - Contracts issued, buildings and units supported, and their funding level
    - Information about the types of services and activities supported by the funds
    - Information on workers supported, their wage levels, and staffing levels (including openings rates and turnover)
- Homeownership
  - Development Subsidy
    - Projects and units funded, funding reserved for the same
    - Location of funded projects
  - Down Payment Assistance
    - Number and value of loans closed
    - Income and demographics of assisted homeowners
  - Foreclosure Prevention Program
    - Number and aggregate value of loans approved
    - Income and demographics of those assisted
  - Home Repair Program

- Number and value of grants closed
- Income and demographics of those assisted
  
- Resident Services
  - Contracts issued, description of services provided, and their funding level
  - Information on resident services staff supported
  - Staff time spent on service provision
  - Number of households served
  - Description of services provided
  
- Short-Term Loans
  - Loans made and status along with funding amounts approved and due dates or expected timing for repayment of funds, as applicable
  - Projected units to be produced or preserved

# Housing Funding Policies

Program Years 2024-2026



**Seattle**  
Office of Housing

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## I. Introduction

The Housing Funding Policies (Policies) contain funding priorities and guidelines for the following programs administered by the Office of Housing (OH):

- Rental Housing Program
- Operating, Maintenance, and Services Program (OMS)
- Homeownership Program
- Home Repair and HomeWise Weatherization Programs

Prior to 2014, policies governing most of these programs were primarily contained in the Administrative and Financial Plans for prior Housing Levies and in the Seattle Consolidated Plan for Housing and Community Development. Many program funding policies are now included in this document to improve accessibility and consistency. The 2023 Seattle Housing Levy Administrative and Financial Plan (A&F Plan) contains program policies for programs exclusively established by the 2023 Housing Levy, the funding allocations for 2023 Housing Levy programs and the allocation of Program Income and investment earnings from prior Levies, and annual reporting requirements.

The Housing Funding Policies apply to the 2023 Seattle Housing Levy as specified in the A&F Plan; to earnings and repayments derived from earlier Housing Levies as specified in the A&F Plan; to JumpStart/Payroll Expense Tax (PET) and Mandatory Housing Affordability (MHA) fee payment funds and earnings and repayments derived from such funds; to OH-administered federal HOME Investment Partnerships Program (HOME) and Community Development Block Grant Program (CDBG) funds and earnings and repayments derived from such federal funds; and to other City of Seattle (City) funding and grant funding identified for each program in this document. For convenience, all fund sources are referred to as a single program, although, for example, an affordable housing incentive program under the City Land Use Code is legally a separate program.

The use of certain fund sources must also comply with requirements that are not included in this document. HOME and CDBG funds, including Program Income, are subject to federal and other requirements, including those in the Consolidated Plan, as applicable depending on the proposed use of funds. Any funds derived from bonds issued by the City will be subject to state law requirements and those of ordinances authorizing the bonds. Funds received by the City under land use code provisions (including Incentive Zoning and Mandatory Housing Affordability provisions) are subject to requirements in applicable ordinances, laws and any related



agreements or permit documents. In addition, special federal grants, prior Housing Levies, and other fund sources may be subject to legal requirements that are not reflected in these Housing Funding Policies. Use of any funds may be subject to requirements based on constitutional provisions, statutes, regulations, and court decisions. In case of any conflict with these Policies, the other requirements referred to in this paragraph control.

## II. Rental Housing Program

The policies for this Program generally apply to these sources used by the Office of Housing (OH) to fund the development and preservation of affordable rental housing in Seattle: Housing Levy Rental Production and Preservation Program funds, Rental Production and Preservation funds from earlier Housing Levies, federal HOME and CDBG funds, funds received through land use code provisions for incentive zoning and mandatory housing affordability, earnings and repayments derived from earlier Housing Levies and other OH-administered housing funds, such as JumpStart/PET and MHA, proceeds from City-issued bonds, and other fund sources if authorized by ordinance. Short-Term Loans authorized in this Chapter also may use funding derived from the 2009, 2016, and 2023 Levies. The following program objectives and policies apply to all fund sources for the Rental Housing Program, subject to the requirements described in Chapter I and unless otherwise indicated below in these Policies.

Funds are made available annually through one or more Notices of Funds Available (NOFAs) for new housing production or preservation projects, and for existing housing preservation or rehabilitation projects. In addition, funds may be made available through a competitive Request for Proposal (RFP) process as authorized in Chapter VIII. The published NOFA or RFP will include additional funding priorities and requirements. Funding may be awarded outside the NOFA or RFP process for emergency repairs or to prevent waste or the imminent loss of previously funded projects as described in these Policies.

### 1. Rental Housing Program Objectives and Priorities

#### A. General Objectives and Priorities

The following objectives will guide the Rental Housing Program:

- Provide a mix of affordable rental housing, serving a range of households, family sizes, and income levels consistent with income limits and affordability requirements for each fund source, to promote housing opportunity and choice throughout the City.
- Contribute to countywide efforts to make homelessness rare, brief, and one-time by providing housing that serves individuals and families who are homeless or at risk of homelessness, including those who are disproportionately impacted by housing instability, including, but not limited to, people with long or repeated periods of homelessness, chronic disabilities, criminal records, who served in the US military, or who have other significant barriers to housing.

- Provide housing that offers service delivery models to support recovery for those with substance use disorders.
- Provide a stable and healthy living environment where Low-Income individuals and families can thrive, with culturally relevant and linguistically competent services, and with access to education, employment, affordable transportation, and other opportunities and amenities.
- Acquire and preserve existing affordable housing, including occupied buildings that are subsidized rental housing or affordable private market housing, particularly such occupied buildings where low-income residents may be at risk of displacement.
- Affirmatively further fair housing and advance the City’s equitable development goals, including by prioritizing investments in areas where residents have experienced and/or are at risk of displacement (particularly for communities that have been disproportionately negatively impacted by systemically racist practices such as redlining), that provide high access to opportunity, or that have not received significant public investment for affordable housing previously.
- Contribute to the development of sustainable, walkable neighborhoods, particularly near high-capacity transit, giving Low-Income residents access to transportation, services, and economic opportunity.
- Working collaboratively with other funders of affordable rental housing to ensure that the greatest number of quality affordable housing units are preserved or produced each funding round.
- Promote cost-effective sustainable design, construction, rehabilitation, and operations of affordable housing.
- Reinvest in low-income housing when necessary to upgrade major building systems, improve operations, energy efficiency, and safety, and extend the life of the building.
- Promote City goals to support project sponsors based in community working to address housing inequities and who have the experience and resources to effectively address the needs of underserved communities including Black, Indigenous, and People of Color communities, and others historically excluded from equitable access to housing.

To meet these objectives, the Rental Housing Program will apply the following priorities to project funding decisions.

#### **i. Resident Population Priorities**

The following funding priorities relate to the resident populations intended to be served in Rental Housing Program projects. A project may propose to serve residents who fall into more than one population group – for example, older adults who previously experienced homelessness – and therefore may address several priorities.

**1) Housing for families, adults, youth (including without limitation youth or adults formerly served by the foster care system), and young adults experiencing homelessness, including without limitation individuals with disabling conditions experiencing chronic homelessness, and those who served in the US military**

Priority will be given to projects that will dedicate units to serve people experiencing homelessness and will meet the following conditions:

- Applicants must demonstrate a high likelihood of securing operating subsidies as well as funds to provide appropriate levels of supportive services. For Permanent Supportive Housing (PSH) that will serve people experiencing chronic homelessness with disabling conditions, including substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, such housing will have appropriate services that generally will include on-site case management, mental health, health care, and chemical dependency services.
- Homeless housing projects must be aligned with the City’s Comprehensive Plan and King County Regional Homelessness Authority (KCRHA) Five Year Plan. PSH or other homeless housing with a federal, state, or local services funding contract that requires coordinated entry referrals must receive tenant referrals through a coordinated entry system approved by funders. Homeless housing that does not have a contractual requirement will make units available through agreements with homeless services providers. OH may approve homeless housing that is set-aside for other identified homeless groups, consistent with City priorities, such as homeless families with students attending Seattle schools, people exiting or diverted from institutional settings, and residents moving from PSH to housing with less intensive on-site services.

Consistent with Housing First principles, all housing owners will increase access to housing opportunities for people with significant barriers to housing, such as criminal records, through their tenant admissions policies, and tenant screening criteria included in approved management plans referred to in Section H of this Chapter. In addition, owners will provide housing for residents who have experienced homelessness through voluntary referral relationships. Housing owners who have units that do not receive referrals from a coordinated entry system will affirmatively market housing to provide access to applicants experiencing homelessness and other underserved groups, as well as other eligible applicants.

**2) Housing for older adults and people with disabilities**

OH-funded housing is generally available to older adults and people with disabilities, including without limitation those who served in the US military, and adults formerly served as youth in the foster care system; all projects should be designed to include accessible housing units and accessible common areas.

OH will give priority to projects that provide housing units set-aside for older adults or residents with disabilities, particularly projects designed to provide support for underserved groups. These projects must show that proposed building design and services support independent, healthy living and social interactions that benefit these populations. Projects that are proposing to provide on-site services for older adults with Extremely Low-Incomes, people with disabilities and/or people who require supportive services to live independently must demonstrate high likelihood of obtaining appropriate levels of operating and services funding for the intended residents. OH will prioritize projects that will provide culturally appropriate services to create welcoming and safe home environments for immigrant seniors, LGBTQ older adults, and other underserved groups.

### **3) Housing affordable to low-wage working families and individuals**

OH will prioritize projects that will serve low-wage households, including without limitation those who served in the US military and adults formerly served as youth in the foster care system, by providing a mix of unit sizes and a range of income levels, generally up to 60% of Median Income, and that include units serving households at 30% of Median Income. A mix of unit sizes and amenities to accommodate families, including large families, is a priority for new construction projects. Projects serving families should consider design features such as play areas, direct sight lines to play areas, and adequate space within units. Projects should be located near transportation and local services and amenities, giving low-wage workers the option to forgo a vehicle, and providing safe access to schools, parks, transit, and community facilities serving families with children. Projects should take into consideration the diversity of the neighborhood, the anticipated tenant population, broader community development goals (including, but not limited to, affordable commercial space), and uses necessary to meet residents' everyday needs such as commercial or non-profit groceries, childcare, health services, fresh/healthy food merchants, home goods, cultural anchors, and other desired community services.

## **B. Project Location Priorities**

The City encourages production and preservation of affordable housing throughout the city. OH's investment in affordable housing in all City neighborhoods is intended to maximize choice

for low-income residents of Seattle and to promote City goals to affirmatively further fair housing.

OH will prioritize locations that:

- **Provide Access to Transit:** Access to transit is a priority for all housing projects, as transportation costs are second only to housing costs for most low-income households and many low-income households do not own a car. In particular, OH will prioritize locations near high-capacity transit and light rail station areas, both existing and planned.
- **Provide Access to Opportunity:** OH will prioritize housing project locations that afford low-income residents the greatest access to opportunities such as jobs, quality education, parks and open space, and services. To achieve development throughout the City, including in high-cost markets, OH will accept acquisition costs reflecting neighborhood level market conditions.
- **Advance Equitable Development Goals and Address Displacement:** OH will prioritize housing projects that support community development, including those proposed by local, community-based, non-profit organizations that are culturally relevant and historically rooted, particularly when the project site is in an area that is at high risk for displacement. Additional consideration will be given to projects already receiving funding through the Equitable Development Initiative.
- **Serve Needs of Residents:** Proposed projects should demonstrate that the proposed location is appropriate. This will vary depending on the project. OH will prioritize, for example, locations near schools and parks for projects with large units that will serve families and locations near senior centers for senior housing.

### **C. Cost-Effectiveness and Sustainability**

The Rental Housing Program emphasizes efficient, cost-effective, and sustainable housing development. To meet Levy production goals, projects must leverage other public and private fund sources: capital funding for housing development and, for homeless and special needs housing, ongoing funding for building operations and supportive services. OH will continue to prioritize leverage of other public and private investment, both capital funding for housing development and operating and supportive services funding for residents with special needs. Proposed projects will be prioritized if they will preserve existing housing subsidies and/or prevent displacement of Low-Income residents.

OH will encourage project design and construction that promotes efficient, cost-saving and energy- conserving operations over the life of the building. All new construction and most renovation projects must meet Washington’s Evergreen energy efficiency standards for new construction and renovations, respectively. OH will support efforts to exceed standards with energy and water saving features that provide long-term public benefit as well as lower cost building operations. For existing low-income housing projects seeking funding for building improvements, OH will prioritize investments that extend the useful life of the building, improve health and safety, provide energy conservation, and reduce operating costs.

## **2. Rental Housing Program Policies**

### **A. General Conditions and Requirements**

#### **i. Affordability Requirements**

##### **1) Housing Levy Fund Allocation**

The following fund allocation policy applies to the total of all awards of 2023 Housing Levy funds under this Program and the OMS Program, except for Short-Term Loans, and not on a project-by-project basis.

- At least 60% of the sum of Program funds and OMS Program funds shall be used for housing affordable to households with incomes at or below 30% of Median Income.
- The balance of Program funds shall be used for housing affordable to households with incomes at or below 60% of Median Income.

##### **2) Federal HOME and CDBG Funds**

This policy is applied to federal HOME and CDBG funds that are available for rental housing projects each program year, consistent with the Consolidated Plan’s Annual Action Plan and federal requirements:

- HOME funds shall be used for housing affordable to households with incomes at or below 60% of Median Income. A portion of units, generally 20%, will be affordable to households at or below 50% of Median Income as required by HOME regulations.
- CDBG funds shall be used for housing affordable to households with incomes at or below 60% of Median Income, except that CDBG funds used for acquisition of occupied residential buildings may follow CDBG regulations which generally require a minimum of 51% of units affordable to households at or below 80% of Median Income.

## **ii. Eligible and Ineligible Activities and Costs**

Program funds are intended to be used to fund the preservation and production of rental housing subject to Chapter 59.18 of the Revised Code of Washington (the Residential Landlord-Tenant Act). Projects funded by the program may utilize different living arrangements and service delivery models, including, but not limited to, supportive low-barrier (Housing First), recovery-based (sober living), and others. Funds may be used to finance entire developments, individual units, or residential portions of a development.

Different portions of the same development may be funded by separate Program loans, but for purposes of these Policies, including limits on OH funding for Eligible Total Development Costs, OH may consider them as a single project, and may consider funds lent to the owner or developer of one portion of the project as supporting units in another portion, including for purposes of policies allocating funds based on affordability levels or income limits.

## **iii. Eligible Costs**

Eligible costs include, but are not limited to:

- Appraisals
- Architectural/engineering fees
- Capitalized Operating Reserves
- Capitalized Replacement Reserves
- Closing costs
- Construction
- Contingency
- Developer fees
- Environmental Assessment
- Financing fees
- Hazardous materials abatement
- Inspections and Surveys
- Insurance
- Interest
- Option costs
- Permits
- Reimbursement of Pre-Development costs\*
- Professional Fees
- Purchase price
- Relocation
- Title insurance

\*Funding for Pre-Development through the Rental Housing Program is primarily intended to support projects developed by small, community-based non-profit housing developers who have barriers to accessing other sources of Pre-Development funding. All nonprofit borrowers are encouraged to use other cost-effective sources for Pre-Development funding, including private loans.

Eligible costs are intended to include capital expenses, not operational expenses or costs, with expected useful life of over one year. Program funds may refinance debt incurred for acquisition



or for any eligible costs, and if necessary to finance a rehabilitation project, program funds may refinance other existing secured debt.

#### **iv. Residential spaces**

Program funds may be used to fund housing units, residential spaces, and common areas to the extent they serve the low-income housing and not other uses. The Director may set standards for bedrooms in residential units for the purpose of establishing unit size and associated rent restrictions. Generally, communal residential bathrooms and kitchens are not eligible for funding, but may be allowed at the Director’s discretion based on specific programmatic or population need. Examples of eligible residential spaces include:

- Building Lobby
- Areas for resident use such as television or reading rooms
- Bathroom and kitchen areas associated with community spaces for building residents
- Corridors, stairwells, storage areas
- Management and service office space that is accessory to the housing
- Spaces used for on-site social services

#### **v. Mixed-use and mixed-income developments**

Program funds can be used for projects that combine Low-income rental housing with market-rate housing and/or commercial or other nonresidential spaces. However, costs associated with non-residential uses and market-rate housing are not eligible for Program funding. Common areas and office space may be eligible for funding if OH determines they will serve residents of the affordable rental housing.

Borrowers must demonstrate that Program funding is attributable to eligible residential spaces and that costs of other parts of the project are paid by funds eligible for that purpose. Where it is impractical to segregate costs between Program-funded units and other portions of a mixed-use or mixed-income project, the Director may permit such costs to be pro-rated between Program funding and other funding sources based on a reasonable formula.

In order to facilitate development of the eligible residential spaces, OH may allow Program funds to be disbursed for the full amount of a shared cost item if:

1. Documentation is provided prior to expenditure of Program funds that assures sufficient funding from other sources will be provided prior to project completion equal to the full amount allocable to space that is not eligible for Program funds, and that the other space is an eligible use of the other sources; and

2. The loan documents require that the final cost certification confirms the allocation of appropriate non-Program funds for such other spaces.

#### **vi. Ground Leases**

Ownership of a property is preferred to site control through a long-term ground lease. In addition, reversionary interests and other future interests (such as purchase options) will generally not be allowed. A long-term ground lease will be permitted in cases where the City or the Seattle Housing Authority is lessor, or the lessor and the lessee agree to accept the loan conditions in Section E of this Chapter and the City receives security in both leasehold and fee interests. Projects involving a borrower that is a lessee (other than with the City or Seattle Housing Authority) where the lessor and lessee do not both accept these terms and conditions will be permitted only if the project represents an unusual cost-effective opportunity or furthers community development objectives in low-income neighborhoods, and the project meets all other OH requirements needed to provide adequate security for OH's loan. At a minimum, the following conditions will apply to properties where the borrower is the lessee and the owner (other than the City or Seattle Housing Authority) does not agree to subject its interests to the City's deed of trust and regulatory agreement:

1. **Repayment:** Loans will not be deferred, and instead must be amortized and structured (including hard debt payments) to provide for repayment over the life of the loan. This is needed to avoid a balloon payment at the end of the loan, given that the remaining term of the lease is not adequate security for a large balloon payment.
2. **Lease term:** Leases will generally be 75 years or longer. Minimum lease term is 60 years with a preference for longer terms when feasible. The lease term must exceed the City loan term by at least five years.
3. **Security:** Security for the City loan should be appropriate to protect the City's interest in repayment of the loan.

#### **vii. Replacement housing conditions**

Program funds shall not be used to finance development of replacement housing units developed as a condition to a tax exemption through the Multifamily Tax Exemption program, as a condition to a Major Institution Master Plan boundary expansion, or otherwise required as mitigation for demolition of existing housing.

### **B. Project Requirements**

#### **i. Eligible Borrowers**

An applicant and/or proposed borrower must demonstrate ability and commitment to develop, own, and manage affordable housing, including a stated housing mission in its organizational documents. OH will evaluate the experience of an applicant’s development team, management team, Executive Director, staff, and Board of Directors (if applicable) to determine there is sufficient capacity to sustainably develop, own and operate housing on a long-term basis. Applicants that lack direct experience in these areas may demonstrate capacity by partnering with an entity or entities that provide essential expertise to the project. In these cases, OH will evaluate the proposed partnership to ensure it meets the needs of the project and is sustainable for an appropriate length of time. The applicant, proposed borrower, and all Affiliated Entities of each of them (whether or not involved in the proposed project) must be in Good Standing on all existing loans and subsidy contracts administered by OH. Good Standing is defined in Section I of this Chapter, Project Monitoring.

The OH Director may waive certain eligibility criteria for community-based organizations that participate in the JumpStart/Payroll Expense Tax (PET) Community Self-Determination Fund Program.

Eligible applicants and borrowers are:

1. Nonprofit agencies with charitable purposes. Private nonprofit agencies will be required to submit articles of incorporation and an IRS letter as proof of nonprofit status.
2. Any corporation, limited liability company, general partnership, joint venture, or limited partnership.
3. Public Development Authorities.
4. Seattle Housing Authority (SHA), except that housing to be developed at Yesler Terrace must be authorized in the Yesler Terrace Cooperative Agreement approved by City Council.
5. Private for-profit firms.

#### **ii. Cost-effective long-term investments**

Proposals for quality affordable housing must demonstrate a cost effective, sustainable investment of public funding. OH will apply the following policies to determine whether a proposal satisfies this requirement.

1. Land acquisition costs should be justified and not exceed a competitive market price for the location. OH recognizes that land cost will be higher in some market areas within the city.
2. Design for new construction should clearly promote efficient use of space and utilities.

3. For acquisition and rehabilitation of existing buildings, building improvements should address energy efficiency and related health and safety benefits, as feasible and appropriate, and utilize funding through OH’s Weatherization program if available.
4. Per-square foot and per-unit costs should reflect current market rates for the type of housing being produced.
5. Low per-square-foot land acquisition costs should not be sought at the expense of considerable site work challenges.
6. Fees for contractors and professional services should be competitive.
7. Unnecessary costs should be avoided whenever possible.

### **iii. Maximizing production and preservation**

The City strives to leverage non-City resources for capital, operating, maintenance, and supportive services to the greatest extent possible. OH works collaboratively with other funders of affordable housing including, but not limited to: the Washington State Housing Trust Fund and Department of Commerce, King County’s Community and Human Services Division, the City’s Human Services Department, the Washington State Housing Finance Commission, equity syndicators and investors, and private lenders. OH and its borrowers are expected to maximize these capital resources to ensure that the greatest number of quality affordable housing units are preserved or produced by the public funders each funding round, consistent with adopted priorities and funding allocation policies for the Housing Levy and other housing fund sources.

### **iv. Leveraging and maximum percentage of capital funds**

In general, OH will award funds up to a maximum of 40% of the eligible residential total development costs (“Eligible TDC”) of a project. The City’s maximum percentage of project financing includes any capital funding from document recording fee revenues awarded by King County. Eligible TDC includes all components of the development budget, including site acquisition and development, construction costs, and soft costs, attributable to the housing units that are eligible for City funding and any common areas to the extent that OH has determined they are eligible for funding.

The Director may allow up to a total of 50% of Eligible TDC to be financed with City funds for projects that meet at least one of the following criteria:

1. Project is located in a high cost area with access to appropriate services and amenities for the intended population and little or no existing low-income housing opportunities are available.

2. OH determines that additional funding is needed to increase the number of units that have Affordable Rent for Extremely Low-Income tenants.
3. Projects that provide special amenities and/or unique design features for the proposed tenant population such as large units for families; units requiring reconfiguration to meet the needs of the proposed population; or special design features resulting from the participation of potential tenants and/or community members in project development.

In addition, in scenarios where leverage is constrained, and projects are unable to obtain additional funding through traditional methods of funding such as Low-Income Housing Tax Credits the Director may allow a reasonable percentage above 50% of TDC for projects.

#### **v. Additional policies**

Projects must also comply with policies contained in Chapter X, as applicable:

- Development Siting Policy
- Community Relations
- Relocation, Displacement, and Real Property Acquisition
- Affirmative Marketing
- Fair Contracting Practices, WMBE Utilization, and Section 3

Additional or different requirements may apply to fund sources other than the Housing Levy, including federal requirements for HOME and CDBG funds, and some requirements may be applied to projects not using HOME funds in order to satisfy federal matching conditions.

### **C. Construction Requirements**

OH strives to ensure fair contracting methods and competitive pricing in the construction and rehabilitation of affordable housing. Borrowers receiving permanent financing shall generally meet the following minimum construction requirements. OH may include additional requirements in a NOFA or RFP, but may reserve the right to waive or modify any such additional requirements. Borrowers are responsible for the compliance of all documents, plans and procedures with all applicable laws, regulations, codes, contracts and funding requirements.

#### **i. Competitive selection of contractors**

Borrowers must make every reasonable and practical effort to competitively select their general contractor unless an alternative selection process is approved by the Director. Borrowers must

propose a competitive process that clearly meets the City’s requirements as published in each NOFA or RFP. The borrower shall submit a summary of the proposed competitive selection process for OH approval. OH may require modifications to the process prior to implementation.

### **ii. Contracting types and project delivery methods**

Borrowers may propose to use a Cost Plus a Fee with a Guaranteed Maximum Price, a Stipulated Sum contract, or an alternative contract type that meets the City’s requirements as published in each NOFA or RFP. The borrower’s construction contract with the general contractor and any amendments to the contract shall be submitted to OH prior to execution.

### **iii. Construction management**

If borrowers do not have sufficient in-house construction management capacity, they will be required to contract for this service. Borrowers proposing to manage their own construction projects must demonstrate such expertise to OH. Such borrowers must have prior experience managing a construction project and have staff available to coordinate necessary work. In addition, the scope of work should appropriately match the sponsor's construction management experience and staff expertise.

### **iv. Wages**

State Residential Prevailing Wage Rates shall be the minimum rates applicable to all projects unless a higher minimum rate applies or an exception is made as allowed in this paragraph. When federal funds in a project require prevailing wages to be determined under the Davis-Bacon Act, the higher of either the state residential prevailing wage rates (unless modified by the Director as stated below) or Davis-Bacon wage rates will apply to each job classification, unless applicable law requires otherwise. The Director may approve a change in these prevailing wage requirements if necessary to achieve compatibility with a state or federal funding source. OH shall establish procedures regarding payment of appropriate wages in consultation with the City’s Department of Finance and Administrative Services, which monitors compliance. In cases where Davis-Bacon wages are triggered, Davis-Bacon monitoring procedures are followed as required by HUD and administered through the Human Services Department.

### **v. Apprenticeship programs**

All borrowers are encouraged to require contractors to participate in state-approved apprenticeship programs.

### **vi. Workforce diversification**

In a published NOFA or RFP, OH may include expectations for contractors to establish and achieve workforce diversification goals. Such expectations will be modeled on the City’s existing

Priority Hire goals and will apply to projects that the Director deems suitable for such goals. In a housing project where workforce diversification goals are applied, OH may determine that these goals supersede certain requirements in Chapter X.5 below.

#### **vii. Sustainability requirements**

Projects must comply with requirements of the state’s Evergreen Sustainable Development Standard (ESDS) applicable at the time of OH’s funding award. These requirements apply to all projects, regardless of whether state funding is used, except that OH may approve a limited scope of work that does not include all ESDS requirements for rehabilitation of a previously funded housing project as provided in Section G, below. Details are available through the Washington State Department of Commerce.

#### **viii. Broadband Technology**

New construction projects generally must include broadband infrastructure to facilitate internet access for residents of low-income housing.

### **D. Project Selection**

#### **i. Notice of Funds Available**

At least once per year, OH will issue a Notice of Funds Available (NOFA), which will provide application requirements, details on specific fund sources available, application forms, and deadlines. The NOFAs will announce, together or separately, opportunities to apply for permanent financing for new housing production, preservation and rehabilitation of housing, or supplemental funding for rehabilitation of existing OH-funded housing, and for Short-Term Loans for site and building acquisition for future development.

As provided in Chapter VIII, OH may separately announce funding for housing development on a publicly owned site through a competitive RFP process. OH may review and approve funding applications separate from the selection process described in Section G.iii for housing developments at publicly owned sites. OH will not award funds for housing at publicly owned sites until a detailed funding application including cost estimates is submitted and reviewed by the OH and determined by the Director to be in accordance with these Policies. OH may expend funds directly on the lease, acquisition, maintenance, or management of publicly owned sites, and on due diligence, including third-party reports, separate from a funding award for development of affordable housing.

All applicants are required to attend a project pre-application conference with OH staff prior to submitting an application for funding. OH will allow minor deficiencies to be corrected and

clarifications to be made by applicants during the review process. Otherwise, incomplete applications will not be considered for funding.

## **ii. Application components**

OH uses the Washington State Combined Funder Application for Affordable Housing. At minimum, applications must contain the following:

1. Project description: location, number and type of units, rent levels, need, and special characteristics.
2. Applicant and borrower capacity in the development, ownership, and management of affordable multifamily housing and capacity to serve the focus population: For homeless housing proposals, if the applicant currently operates homeless housing, OH will consider any available information provided by services funders and the applicant regarding the applicant's performance in meeting homeless contract standards.
3. Tenant profile: a description of proposed and existing tenants and their needs, projected household sizes, estimated amounts and sources of tenant income, any tenant referral arrangements and eligibility as required by proposed services fund sources.
4. Evidence of site control: fee simple ownership, an option to purchase, an earnest money agreement, or a lease (or option to lease) with a minimum term of 60 years, may constitute site control. OH will consider projects where the underlying ownership is through a real estate contract if the contract holder is willing to subordinate their interest to the OH loan or if there is adequate provision for the applicant to discharge the underlying contract and obtain fee title.
5. Appraisal: If the project involves property acquisition, an appraised value based on the highest and best use at the time of site control will be used to assess whether a fair price is paid for land, including any structures. The appraisal should take into account any existing restrictions. Project applicants should make acquisition offers subject to verification by appraisals acceptable to the City and subject to the outcome of environmental review.
6. Construction description: Proposed contractor selection plan; scope of work; outline specifications; cost estimates; contract type and project delivery method; Evergreen standards; reports and evidence of early design guidance from the City's Department of Planning and Development, as required.
7. Project schedule.
8. Zoning: Zoning must be appropriate for the proposed project at the time of application or within a timeframe approved by the Director.
9. Phase I site assessment including asbestos/lead paint/hazardous materials survey—a survey to identify the presence and amount of asbestos/lead paint and/or any other



hazardous materials or underground tanks within the building or elsewhere on site and a description of proposed abatement measures. A Phase II assessment will be required if recommended in the Phase I assessment.

10. Development budget and proposed sources: Budget shows reasonable leverage of other fund sources and demonstrates that the requested OH funding amount is necessary to complete the project. Projects with capital campaigns proposed as a source of financing must provide documentation that at least 50% of the total campaign amount has been pledged unless a lower threshold is approved by the Director.
11. Relocation Plan, if applicable.
12. Operating Pro Forma: a 30-year operating pro forma with proposed rents and required rental assistance or operating subsidy, taxes, insurance, utilities, salaries, management fees, replacement and operating reserves, maintenance supplies and services. Borrowers should anticipate a 50% of cash flow payment on the City loan (cash flow payments are not anticipated in PSH projects).
13. Support services: budget and support services plan, if applicable.
14. Draft Community Relations Plan: description of neighborhood notification process completed prior to submitting the application and plans for ongoing community relations activities, consistent with the Community Relations policy in Chapter X. Proposal must describe how community issues or concerns raised will be addressed.

### **iii. Proposal review**

Funding applications are reviewed and evaluated in detail by OH staff based on the requirements listed in these Policies, specific fund source requirements, and additional criteria published in the NOFA. OH staff works closely with the other public funders that have been requested to fund each project. The public funders collaborate on proposal evaluations and financing strategies that meet the requirements of each fund source while maximizing the number of residents served in affordable housing units (taking into account different unit types) that can be produced and/or preserved each funding round.

When projects have been evaluated, staff makes funding recommendations to the Director. The Director will generally request review by an Advisory Committee composed of persons appointed by the Director and staff members of the Mayor's Office and City Council who have expertise in affordable housing financing and/or public policy. The Director, whose decisions on funding shall be final, shall make funding awards based on the merits of the proposed projects; the projects' strengths in meeting the objectives and priorities stated in applicable plans and policies and the NOFA; the overall mix of projects funded by the City; and leveraging of public and private resources to preserve or produce the highest number of quality affordable housing

units each funding round. Results are reported to the Housing Levy Oversight Committee and made public.

The proposal review and evaluation process is generally as follows:

- OH staff conduct an initial screening of applications to determine their completeness. Staff reserves the right to deny applications that are incomplete, but will generally work with applicants, within reason, to bring applications into compliance to be considered complete.
- Each project application is generally assigned to an OH staff member who serves both as project manager and underwriter for the application and project. OH staff first review applications for adherence to threshold requirements as described elsewhere in this document and the NOFA. If thresholds are met, staff will compile an analysis and summary of applications based on satisfaction of OH and NOFA priorities; development, operational, and management capacity of the applying organizations; project plan details including populations served, unit mix and affordability, and community-specific concerns; financial feasibility of development and long-term operational plans; and project schedule and overall readiness to proceed with development.
- A team of OH staff with expertise in affordable housing development, finance, operations, policy, community development, land use, and permitting convenes in internal meetings to review and discuss the summary analyses.
- OH staff meet and confer with other local public funders to align their collective funding strategies, when possible, with the goal of maximizing the number of residents served in affordable units (taking into account different unit types) to be produced and/or preserved while maintaining compliance with individual organizational and funding source requirements.
- OH staff produce a draft funding recommendation based on input and findings from previous steps in the process, which is then presented to the Director. The Director will generally convene an Advisory Committee composed of City employees, funders and financiers, community members, and other people with expertise in the affordable housing sector to advise on the merits of individual applications and the funding recommendations as a whole.
- The Director makes final funding decisions considering all analyses and advice provided throughout the process. The Director's decisions are final and not subject to appeal. Applicants are contacted directly and notified of funding decisions before any public announcement is made. The final awards are published publicly and reported to the Housing Levy Oversight Committee at their next meeting if not sooner.

#### **iv. Fund reservation**

The Director authorizes a fund award for each selected project, which provides information about fund source requirements, funding levels, and conditions that must be met prior to closing and prior to occupancy. Fund awards are not binding on the City until loan documents are finalized and signed by both the Director and the owner.

The Director may reduce or revoke funding to any project for several reasons, including, but not limited to, failure to meet funding conditions; decrease in costs from the preliminary cost estimate submitted in the application; failure of the applicant to obtain other funding; noncompliance by the applicant with City policies; determination of inaccuracies in the information submitted; increased costs or other factors affecting feasibility; failure to begin construction within a reasonable timeframe; results of environmental or other reviews; changes in the Good Standing of the applicant, borrower, or Affiliated Entities; or failure to the applicant to agree to loan conditions.

If a project continues to be eligible for OH funding throughout the development process, OH will take into account, in considering any reduction in a funding award, whether it would eliminate the project's ability to utilize another critical funding source. The Director also may increase funds to a project after the initial fund reservation if reasonably necessary to assure success of the project or maximum public benefit, based on new information not reasonably available or foreseeable at the time of the initial decision. Conditions that warrant increases in funding can include: increased construction costs, increased interest rates, and project timing delays, beyond the reasonable control of the applicant. Such increases will be balanced with overall demand for funding of new projects.

#### **v. Forward Commitments**

At the discretion of the Director, OH may commit a future year's allocation to finance affordable housing. Forward commitments of up to a total of \$15 million annually of the following year's allocation of 2023 Levy Rental Production and Preservation funds may be awarded to a rental housing project or projects applying for funds through a NOFA, consistent with program policies and subject to future appropriation and to the allocation of tax revenues to the program. A forward commitment of Levy funds under this policy will allow OH to respond to special circumstances such as large and/or significant housing development opportunities that are ready to proceed, may become infeasible or incur significant cost due to delay, and cannot be fully funded using the current year's resources.

### **E. Loan Conditions**

Financing shall generally be in the form of long-term loans. In addition, OH may approve short-term loans as provided in Section F of this Chapter, Short-Term Loans.

Loan conditions are meant to promote and encourage long-term use of properties for low-income housing. The Director may deviate from the loan terms and conditions contained in these Policies in the following cases:

1. For tax credit entities, where such loan terms may impair the availability of tax benefits
2. When the borrower expects to receive other funding sources from which full or partial repayment of the City loan can be made prior to the normal maturity date
3. To enable a project to secure other financing, including HUD-insured loans and HUD capital grant

#### **i. Loan terms**

Permanent loan terms will be a minimum of 50 years. OH may provide an acquisition or construction loan for a much shorter term that is eligible for conversion to a permanent loan upon satisfaction of conditions.

#### **ii. Interest rate**

The interest rate for projects not using low-income housing tax credits will generally be 1%. The interest rate for projects using low-income housing tax credits will be a minimum of 1% simple interest and a maximum of the Applicable Federal Rate for the purposes of Section 42 of the Internal Revenue Code, depending in part on the project's projected capacity for repayment. The actual interest rate for projects using low-income housing tax credits will generally be 1% and can range from 1% to 3%. The interest rate may exceed 1% where there is a benefit to the project's development financing. One purpose of establishing a range for the interest rate on Program funds is to provide flexibility in financial structuring to maximize tax credit equity contributions and to help preserve long-term affordability.

#### **iii. Developer Fee**

The cash portion of the developer fee is determined according to a schedule document, last updated in 2024, that can be found on the OH website.

#### **iv. Undisbursed Funds After Closing**

In general, all funds committed by OH to a project shall be disbursed, expended and accounted for by the last day of the month 18 months after the calendar month in which the project received its final certificate of occupancy (or its equivalent). Any remaining funds not yet disbursed at that point may be retained by OH and reallocated to other purposes.

## **v. Upward Adjusters**

Unless otherwise set forth in an agreement between OH and a borrower, the following policy applies to projects that have received equity financing through Low-Income Housing Tax Credits. If a project receives an increase in the capital contribution from the low-income housing tax credit investor, the additional capital contribution will be distributed in the following manner:

### Eligible costs to be approved by OH

- Payment on the outstanding OH loan.
- Eligible project costs.
- Additional deposit to the project’s replacement reserve account.
- Other project or sponsor costs that support the residents living in the project.

### Cost sharing

Assuming project and sponsor costs can be justified, OH generally supports a majority of funds returning to the project. As an example, OH approved the following distribution for the upward adjuster received for a project in 2023:

- 33% to the project
- 33% to the sponsor
- 34% to OH

The distribution amount will be negotiated on a project-by-project basis, including review of the eligible costs and percentage distribution.

Factors that will be considered with the final distribution amount include whether the upward adjuster is a result of increased development costs, the long-term capital needs of the project as supported by the capital needs assessment, the proposed other project or sponsor costs that support residents, and the financial needs of the sponsor. Additional consideration will be given to project sponsors working to address housing inequities and who have the experience and resources to effectively address the needs of underserved communities, including without limitation, Black, Indigenous, and People of Color communities, and others historically excluded from equitable access to housing.

## **vi. Repayment**

OH will generally make deferred payment loans that are payable in full on sale, on change of use, or at the end of the loan term. Terms generally will permit borrowers to further defer payment of principal, deferred interest, and contingent interest by extending the loan term. Cash flow payment loans, or loans requiring periodic payment of some or all interest, will

generally be required if project proformas indicate that the borrower will be able to make payments and meet expenses consistent with Rent limits. Required payments may be set to begin at a future date, such as after a tax credit compliance period. Terms of repayment will be established in the award letter and subject to revision at the time the regulatory agreement is executed. OH may agree to an owner's request to modify repayment terms at a future date, such as after a tax credit compliance period, if the Director finds that the change is necessary in order to obtain favorable refinancing terms for senior debt, or that the owner is unable to make scheduled payments without an undue adverse effect on operations or necessary reserves, or that an alternative use of building income will benefit Low-Income residents or will enhance or protect the City's investment in the Property.

#### **vii. Transfer and assumption**

OH may permit the assumption of the loan, and the transfer of the property acquired, constructed or rehabilitated with the proceeds of the loan, without requiring repayment of principal, interest or other amounts owing under the loan at the time of the transfer, under the following circumstances:

- The loan is assumed by a tax credit entity and the entity makes a substantial equity investment in the low-income housing;
- The property is transferred by a tax credit entity to a nonprofit corporation or public agency approved by the Director, or to an entity controlled by such a nonprofit corporation or public agency, including without limitation a transfer to the general partner or manager pursuant to the terms of an option agreement made in connection with the formation of the tax credit entity; or
- The property is transferred, with the approval of the Director, to an approved transferee in Good Standing such as a qualified nonprofit corporation or public agency, without consideration to the transferor other than assumption by the transferee of outstanding obligations.
  - Subject to negotiation with OH and at the discretion of the Director, an exception may be allowed for reasonable consideration to the transferor if the property is being transferred for the purpose of providing affordable housing, and taking into account the value of the property, the debt being assumed, and other affordable housing benefits from the transaction.

Prospective new owners must complete a transfer of ownership application and meet the guidelines established for transfer of ownership.

#### **viii. Refinancing of private debt**

OH may allow refinancing of private debt in cases that result in additional capital investment in the project; that result in a lower interest rate and reduced debt service; or that produce some other long-term project benefit. OH shall review the proposed new financing terms; proposed transaction costs; a capital needs assessment; and the adequacy of reserve accounts. OH may define additional submittal requirements.

#### **ix. Covenant (Regulatory Agreement)**

A covenant will be recorded against the property that requires continued use of the units funded by the City as low-income housing for the stated term of the loan, and for any period for which the loan is extended or remains outstanding. Unless otherwise agreed by the Director, the covenant shall continue in effect if the loan is repaid or discharged before the maturity. The Director may release the covenant, wholly or in part, in connection with a sale or transfer of the property approved by the Director, including any foreclosure, if the Director determines that under all the circumstances, including any proposed substitution of other units, the release will likely result in a net benefit to the City's efforts to achieve low-income housing goals, compared to maintaining the covenant. The Director may release a covenant, consistent with this Section, on housing loans made under prior A&F Plans for any Housing Levies, Consolidated Plans, or other City policies or ordinances governing the use of housing fund sources, subject to any applicable requirements of federal or state law, or of grant agreements with the City's fund sources.

#### **x. Regulation of units without funds committed**

As a condition of funding of eligible rent and income-restricted units, OH may require additional regulation of units affordable to households with incomes up to 80% AMI in the regulatory agreement, without providing funding to support the development of those units, in the interest of maintaining affordability levels in the project long term. The decision to allow for and regulate such units in a project will be contingent on other funding being secured for those units and the overall financial viability and sustainability of the project.

#### **xi. Supportive housing**

Loan terms may include requirements specific to dedicating units for people who have experienced homelessness or who live with disabling conditions such as those that result from physical and/or behavioral health conditions, as well as substance use disorder. Borrowers whose projects have units restricted to persons with these types of conditions may propose to change the population group being served in a project sometime during the loan term. If an event occurs requiring a change in population group served, borrowers will first be required to serve another similar population group. If OH determines that it is not feasible or appropriate,

OH may allow for any households within incomes at or below a specified income level to be served.

### **xii. Contingent interest**

Contingent interest shall be required for all projects at maturity, except as described below, or in the event of change of use or sale of property before the loan maturity date. Upon maturity, sale, change of use, or acceleration or prepayment of the loan, loan principal plus the greater of either deferred interest or contingent interest shall be due. Contingent interest shall be calculated according to a formula established by OH.

The City's contingent interest should reflect the amount of City funds contributed as permanent financing to a project, and may be modified to account for any additional funds contributed during the loan term, such as capital contributions approved by the City or borrower subsidy necessary to cover operating losses. For example, if City funds are 50% of total project costs, the City should receive, in addition to repayment of its principal, 50% of proceeds remaining after repayment of approved project debt (but not including contingent interest owing to other project lenders). Contingent interest may be limited, however, to a maximum effective rate of interest on the City loan, determined by the Director to be reasonable in light of the City's relative priority to other lenders on the project and any other relevant factors. OH may forgo contingent interest in its sole discretion if the borrower reinvests sales proceeds in other affordable housing in the City of Seattle and satisfies any other OH conditions. Contingent interest may also be subject to cancellation or reduction as described in Subsections xiv and xv below.

### **xiii. Prepayment premium**

Prepayment in full of loans will be subject to OH approval. Such approval shall not be unreasonably withheld if the borrower provides adequate assurances of future compliance with the affordability and occupancy restrictions in the regulatory agreement. In general, if a borrower repays the City loan(s) (principal plus the greater of interest or contingent interest) in full during the first 15 years of the loan term, a prepayment premium shall also be due.

The prepayment premium shall be 50% of the original loan principal if the loan is repaid during the first five years of the loan term. The prepayment will decline by 5% per year in years 6 through 15. There will be no prepayment premium after 15 years.

Prepayment premiums shall not be due in the event of involuntary prepayment, due to casualty where there are insufficient insurance proceeds or other sources reasonably available to complete the repairs or condemnation.



#### **xiv. Loan term extension**

Any unpaid principal balance and accrued, but unpaid, interest on OH loans will be due and payable at the end of the initial approximately 50-year loan term. Loan documents may provide borrowers with an option of extension, or, in certain circumstances described below, satisfaction of some or all of the amounts owing through extended provision of affordable housing. At the end of the loan term, borrowers will be encouraged to extend the loan term and continue to extend the period of affordability restrictions for an additional 25 years, and Contingent Interest may be cancelled or reduced provided the property continues to be in compliance with OH requirements.

#### **xv. Debt satisfaction through extended affordability**

As an inducement to serve Extremely Low-Income households, OH may agree to terms in loan documents, for projects in which 50% or more of the units serve these households, by which, if the loan term is extended for 25 years and the borrower and the property remain in compliance with OH loan documents, the debt will be deemed satisfied at the end of that extension period or ratably over the extension period.

For any other projects, loan terms will not provide for any forgiveness of principal debt or ordinary interest, but if the period of affordability restrictions is extended after the initial approximately 50-year term for an additional 25 years, then the terms may provide that contingent interest will be deemed satisfied at the end of that extension period or the contingent interest percentage reduced ratably over the extension period.

#### **xvi. Use of funds owing to the City**

Sale of projects during the loan term requires OH consent. Loan payments to the City will be deposited in the Low-Income Housing Fund unless otherwise required by the fund source for the loan. Payments will be reallocated by OH to low-income housing projects according to priorities established in the currently applicable City policy plans as determined by OH, subject to any specific requirements applicable to Program Income from particular fund sources.

#### **xvii. Deed of Trust; Non-recourse**

Loans shall generally be secured by a deed of trust on the property where the City-funded units are located and generally shall be made on a non-recourse basis, with the City's remedy limited to its security in the project, project rents, and project reserves, except in cases of fraud, waste, or other circumstances determined by the Director to justify recourse against the borrower. OH may require recourse to the borrower or a guarantor, or both, if for any reason a loan is not secured by the real property or otherwise would not be adequately secured in the opinion of

the Director, or may require recourse for a specific amount of time or until certain conditions are satisfied when the City’s security in the property may be inadequate.

#### **xviii. Use of OH-funded projects as security for other low-income projects**

Borrowers may use OH-funded projects as security for financing other low-income housing projects if borrowers receive advance written approval from the OH Director. OH may give such approval if the borrower demonstrates that using an OH-funded project as security for financing another project will achieve benefits for the City and not jeopardize the viability of the OH-funded projects.

#### **xix. Conduit financing**

To take advantage of opportunities to respond to requirements of particular projects, OH may provide funds to a project indirectly, for example by a loan to a borrower that then re-lends the funds to a project owner or lessee. Such financing may include, without limitation, acquisition of tax-exempt bonds from a conduit financing agency where the proceeds are used for an eligible project. In general, the project owner or lessee in such cases must agree to OH’s regulatory terms and must provide a deed of trust for the benefit of the City or assigned to the City.

#### **xx. Management Plan**

Prior to completion of construction, the borrower must submit for OH’s approval a management plan for operations of the building, consistent with the requirements of Section H in this Chapter, with the exception of the capital needs assessment, which must be submitted to OH for approval within six months after completion of construction. For projects that do not include construction, a management plan and capital needs assessment shall be submitted when required by OH. The borrower must make any corrections required by OH and must operate the property in accordance with the management plan and not materially modify the plan or management policies without the prior written consent of OH.

### **F. Short-Term Loans**

Short-Term Loans provide funding for strategic property acquisition for low-income housing development and preservation. Short-Term Loans can be made for acquisition of land or buildings and can support development of rental or ownership housing. These loans could be used to purchase buildings identified through Seattle’s Notice of Intent to Sell ordinance. Loans are intended to be repaid with permanent project financing, which may or may not include City fund sources.

Short-Term Loans may also provide funding for strategic Site Acquisition by OH to secure long-term opportunities for implementation of program objectives. Unless otherwise approved by the City Council, the policies for Housing Development on Publicly Owned Sites apply to City property acquired or funded through Short-Term Loans. The OH Director may propose use of funds directly for Site Acquisition when in the OH Director’s judgment the property involved is suitable for long term low-income housing use and, if it is not already in use as housing, development for that use will be feasible within a reasonable time. The OH Director may use Short-Term Loan funds to acquire an option to purchase or lease property that the Director considers likely satisfy those standards, and if the OH Director finds that there is a need to obtain site control without delay.

For rental housing development, the total outlay of Short-Term Loans, assuming the City exercises the option and any others then in effect, may not exceed \$30 million at any one time during the term of the 2023 Housing Levy. This limit does not apply to outstanding short-term loans issued prior to 2024 under a predecessor program or authority.

Projects applying for Short-Term loans must be presented to relevant OH staff who will meet to analyze proposals in order to provide recommendations to inform the Director’s decision. Permanent financing availability must align with funding needs created by JumpStart/PET Community Self-Determination Fund short-term financing and Levy-funded short-term financing.

The following policies apply to Short-Term Loans. Loans must be used for Site Acquisition, including acquisition of improved or unimproved property, or both, to assist in the development or preservation of low-income rental housing.

#### **i. Notice of Funds Available**

OH will issue a Notice of Funds Available (NOFA) and may consider applications on a rolling basis. The NOFA will specify application requirements similar to the Rental Housing program applications. Pre-application meetings with OH staff will be mandatory. Short-Term Loans may be made only when, in the judgment of the OH Director, there is a high likelihood that permanent financing for low-income housing will be available on acceptable terms before the loan maturity date.

#### **ii. Eligible Borrowers**

To be eligible for a Short-Term Loan, the applicant must: have successfully developed and operated at least three affordable housing projects and demonstrate capacity to secure permanent financing within five years for the proposed project; or be working in partnership

with one or more organizations that can demonstrate capacity to secure permanent financing within five years for the proposed project, and at least one of the partnering organizations must have successfully developed and operated at least three affordable housing projects. The applicant and its Affiliated Entities must be in Good Standing on any OH loans. Applicants who have, or whose Affiliated Entities have, an outstanding Short-Term loan or similar short-term financing from OH will generally not be eligible.

The OH Director may waive certain eligibility criteria for organizations that participate in the JumpStart Community Self-Determination Fund Program, described in Chapter VI.

### **iii. Loan Rate and Terms**

- For vacant land, the loan to value shall generally be up to 95% and may be up to 100% subject to criteria identified in the NOFA. Loan-to-value shall be up to 80% on improved income producing property but may be up to 100% for properties that are not producing income sufficient to cover debt. OH will generally expect City funds to be leveraged with other acquisition sources.
- The interest rate shall be 1% to 3% simple interest. Accrued interest shall be paid in full when the loan is repaid.
- Loans generally will be made on a non-recourse basis. OH may require recourse to the borrower or a guarantor, or both, if for any reason the Director deems it necessary or prudent in order to minimize risk.
- Borrowers must agree to terminate a use other than low-income housing, upon OH request.
- The loan term shall be up to 5 years. The Director shall have the option to allow extensions, or to convert the loan to permanent financing if permanent financing is awarded through a NOFA. Any extensions may be conditioned on the borrower submitting an updated proposal for approval by OH.
- A minimum of a 20-year covenant will be recorded against the property that will require use of the property wholly or in part for low-income housing. Low-income rental housing shall provide an Affordable Rent for households with incomes up to 60% of Median Income. When a loan is used to acquire an occupied building, low-income rental housing may provide an Affordable Rent to existing tenant households up to 80% of Median Income and will be required to provide an Affordable Rent to households with incomes at 60% of Median Income upon unit turnover. Where an occupied housing project, that was not previously income and rent restricted by an affordable housing covenant, is acquired with Program funds, and rehabilitation does not require that existing tenants move out of units, OH may waive the unit affordability and occupancy restrictions for those units occupied by existing over-income tenants to allow for a turnover of units.

The waiver will be limited to a specified period. At or before the end of the waiver period, over-income tenants should generally be relocated when feasible. If the project is income and rent restricted by an affordable housing covenant either previously or as part of the new financing, then the terms of the affordable housing covenant with respect to over-income tenants generally shall apply. OH reserves the right to allow an otherwise over income household to return to their unit in order to avoid displacement of this household.

The covenant shall continue and shall remain in first position when the loan is repaid or discharged. If OH provides permanent financing for the project, the covenant will be amended and restated to comply with Rental Housing program policies as then in effect. However, the Director may release the covenant, wholly or in part, in connection with a sale of the property approved by the Director, if the property is not in housing use and the Director determines that development of low-income housing is infeasible and that the loan must be repaid.

## **G. Supplemental Funding**

For over 30 years the City has been funding affordable housing development with a strategy that included the acquisition of older buildings. As these buildings have aged, OH has encouraged owners to prepare detailed capital needs assessments of their housing portfolio, strengthen replacement reserves, and identify available fund sources for necessary upgrades. City funds may be used to assist with capital improvement projects which will improve living environments for residents, reduce building operating costs, and achieve energy savings. City funds may also be used to improve the financial performance of a building by resizing existing debt. Both types of investment will extend the useful life of the asset, either through improving the physical condition of the building or by improving long-term operations and financial conditions.

Unless otherwise stated in this Section, Rental Housing Program policies will apply. Consistent with Section D, above, OH will issue a NOFA at least once a year, which will be the primary opportunity for project owners to apply for supplemental funding. The Director may approve a supplemental funding award outside the annual NOFA process to address emergency or time-sensitive needs where the health and wellbeing of the residents are at risk or to protect the City's collateral. Consistent with Section E, above, project owners must demonstrate that they have operated the housing in accordance with their loan and regulatory agreements, and either that they have the ability to complete the rehabilitation work and effectively manage the housing or that they propose an appropriate relationship with an entity that will provide the necessary capabilities.

Project sponsors must demonstrate that the housing has capital needs that cannot be addressed through the property's cash flow, reserves or other available resources. OH will give priority to proposals that meet at least one of the following additional criteria:

- Projects that are at or near the end of their existing City loan terms if the owner would consider discontinuing the use as affordable housing, unless the property can be rehabilitated.
- Proposals that present leverage opportunities that would allow a substantial rehabilitation of an existing project.
- Proposals whose scope of work includes items that, in addition to extending the useful life of the building by 20 years or more, will also improve the operational efficiency of the building.
- Proposals that resize existing debt in a refinance transaction to account for increased interest rates, construction costs, or operating expenses.

#### **i. Eligible and Ineligible Activities and Costs**

The project scope of work generally shall be limited to activities that address unmet capital needs and/or improve financial operational efficiencies. Eligible costs include, but are not limited to:

- Architectural/engineering fee
- Capitalized Replacement Reserves in an amount approved by OH in the NOFA
- Closing costs
- Construction
- Contingency
- Construction management
- Environmental Assessments
- Hazardous materials abatement
- Inspections and Surveys
- Insurance
- Permits
- Professional Fees
- Relocation
- Title insurance
- Condominium association assessments imposed for capital purposes
- Owner project management costs
- Capital advance to resize underlying debt

Eligible costs are intended to include capital expenses, not operational expenses or costs, with expected useful life of over 1-year.

Supplemental funding for capital needs may be used to fund housing units, other residential spaces, and structural elements or common areas to the extent they support the low-income housing and not other uses in the building. Examples of acceptable uses include:

- Areas for cooking, eating, bathing
- Building Lobby
- Areas for resident use such as television or reading rooms
- Roofs, facades, corridors, stairwells, storage areas
- Management and service office space that is accessory to the housing
- Spaces used for on-site social services that are required to serve the residents of the housing

Costs associated with market-rate residential units or commercial spaces are not eligible for supplemental funding.

### **ii. Cost-Effective Long-Term Investments**

Supplemental funding proposals must demonstrate a cost effective, sustainable investment of public funding. The following are minimum requirements:

- Capital needs assessment must demonstrate that the proposed scope of work will extend the useful life of the building by at least 20 years, unless otherwise approved by the Director for specific building components.
- Project scope must address energy efficiency and related health and safety benefits, as feasible and appropriate, and should utilize funding through OH's Weatherization program if available.
- Per-square foot and per-unit costs must be reasonable given the type of housing, scope of work and market conditions.
- Fees for contractors and professional services must be competitive.
- Long-term stabilization of financial operations

### **iii. Leveraging and Maximum Percentage of Capital Funds**

In general, OH will allow a maximum of 40% of Eligible Total Development Costs (Eligible TDC) of the project to be financed with Program funds. Eligible TDC includes all components of the development budget, including rehabilitation and soft costs, attributable to the housing units that are eligible for City funding, and any common areas to the extent that OH has determined they are eligible for funding. The maximum percentage of project financing includes capital funding from document recording fee revenues awarded by King County. For purposes of this Section, "project" is defined as those housing units that have previously received City funding and are rent-regulated, any additional housing units proposed to be rent-regulated, and common areas to the extent they serve those housing units. The Director may allow for up to

100% of Eligible TDC to be financed with City funds for a project serving Extremely Low-Income households or a project at risk of foreclosure.

The owner is expected to contribute financially to the project. Existing project reserves may be included as an owner contribution only if a post-rehabilitation capital needs assessment approved by OH demonstrates a 20-year useful life of the building. Owner contribution requirements will not apply to projects where at least 75% of units are restricted by OH to serve households at or below 30% of Median Income.

Additionally, the Director may allow up to a total of 100% of Eligible TDC to be financed with City funds for projects that meet at least one of the following criteria:

1. Projects located in high-cost areas with access to appropriate services and amenities for the intended population and little or no existing low-income housing opportunities are available.
2. OH determines that additional funding is needed to increase the number of units that have Affordable Rent for Extremely Low-Income tenants.
3. Projects that provide special amenities and/or unique design features for the proposed tenant population such as large units for families; units requiring reconfiguration to meet the needs of the proposed population; or special design features resulting from the participation of potential tenants and/or community members in project development.
4. Projects sponsored by organizations working to address housing inequities and who have the experience and resources to effectively address the needs of an underserved community including Black, Indigenous, and People of Color communities, and others historically excluded from equitable access to housing.

#### **iv. Construction Requirements**

Construction Requirements policies will apply to supplemental funding with the following exceptions:

1. Competitive selection of contractors: The Borrower must make every reasonable and practical effort to competitively select its general contractor unless an alternative selection process is approved by the Director. Borrowers must propose a competitive process that clearly meets the City's requirements as published in the NOFA. The Borrower shall submit a summary of its proposed competitive selection process. OH shall review the process and may require modifications prior to implementation. Depending on the scope of work in the supplemental funding proposal and the



Borrower’s demonstrated ability, OH may allow the Borrower to act as its own general contractor.

2. Sustainability requirements: Projects generally must follow the requirements of the Washington State Evergreen Sustainable Development Standard. Details are available through the Washington State Department of Commerce. OH may waive certain requirements in instances where application of the standard would unnecessarily expand the scope of work of the proposed capital improvement project.

#### **v. Loan Conditions**

Loan Conditions policies will apply to supplemental funding with the exception of the following areas:

1. Loan maturity: Supplemental funding loans will generally be a minimum of 50 years. OH may make a supplemental funding loan for a shorter term if the scope of work is relatively limited or if modification of the existing loan provides increased public benefit as described in paragraph 3 below. OH may provide short-term financing, for example, to address an urgent capital need or health or safety concern.
2. Interest rate: The interest rate for supplemental funding loans will generally be one percent (1%). If the project serves households with incomes at or below 30% of Median Income in at least half of the units, the Director may set the interest rate at zero percent (0%).
3. Loan terms: OH may modify existing loan terms and conditions to conform with current Rental Housing Program policies. OH may change the income limits or affordability level for units within the project if required by the fund source used for the supplemental loan or to provide increased public benefit by serving lower income and/or special needs residents. A loan modification will not result in higher Income or Rent limits for City-funded units, except where the Director determines that such a modification is required to sustainably operate the project and capital fund sources permit higher limits.

### **H. Management And Operations**

Good management is critical to the overall success of projects. Project owners will be required to submit a management plan to OH for approval prior to completion of construction.

#### **i. Management Plan**

Management plans must include the following:

1. Occupancy standard (# of persons per unit) that is consistent with applicable law, including Seattle Housing Code and federal, state and City fair housing standards.
2. Rent standard (household income and rents) that complies with contract restrictions.
3. A management philosophy that is appropriate for the target population.
4. Affirmative Marketing Plan that complies with federal, state and City laws and the Affirmative Marketing policy in Chapter X, Section 4. Borrowers must demonstrate cultural competency.
5. Community Preference policy and procedures, with prior approval by OH and Seattle Office for Civil Rights, if applicable.
6. Roles and Responsibilities of key staff and contracted management.
7. Maintenance Plan including a schedule of routine and preventative maintenance; a schedule of inspections; and the long-term maintenance plan.
8. A Life Cycle Cost Analysis (LCCA) that includes a 20-year schedule of major replacements with a corresponding schedule of replacement reserve account deposits.
9. Budget: Annual projection of income, expenses, capital improvements, and reserve accounts.
10. Operating Policies and Procedures for the following management functions, at a minimum:
  - a. Admissions Policies: Income qualification procedures; tenant referral agreements if applicable; screening criteria, including procedures for individual assessment of applicants if applicable; and a copy of the lease or program agreement. Owners will provide notice of screening criteria as required by law. Except as required by federal law, criminal background checks are prohibited.
  - b. Rent: Rent collection, deposits, late payments, addressing damage to units, rent increases
  - c. Commitment to the City's Just Cause Eviction Ordinance.
  - d. If mutual termination agreements are used, a written policy must allow mutual terminations to be used only in circumstances when an eviction would otherwise be filed or if requested in writing or verbally by a tenant. OH will review the mutual termination policy as part of its review and approval of the management plans submitted by project owners.
  - e. Management of tenant files and records
  - f. Work order and Repair process
  - g. Unit turnaround: filling vacancies
  - h. Building security and emergency plan
  - i. Community education and involvement plan for addressing complaints or issues raised by tenants and neighbors about the building or tenants.

11. Management plans for special needs housing and housing with support services should also include the following:

- a. Description of service support program to be provided to tenant households including funding commitments and contracts.
- b. Identification of key staff roles and responsibilities related to service delivery including written agreements that describe relationships with other agencies.
- c. A description of any tenant referral arrangement required by operating and/or services funding, including participation in a coordinated entry system.
- d. For PSH or other housing with a homeless services funding contract, screening criteria consistent with service funder requirements.
- e. Involvement of tenants in project governance and house rules.
- f. Description of performance or outcome measures.

### **ii. Tenant Income and Rent Requirements**

Housing units are restricted to tenants who are income eligible at time of initial occupancy by the household, or at time of funding by the City, if later. Consistent with Program objectives and priorities, and affordability requirements to specific fund sources, housing units may be restricted to households with income up to 30%, 40%, 50%, 60%, or 80% of median income. Tenants must be income qualified prior to move in or prior to City funding for acquisition of occupied units. A maximum restricted rent is established for each housing unit, no higher than Affordable Rent for the income eligibility category and based on the number of bedrooms.

Where an occupied housing project that was not previously income and rent restricted by an affordable housing covenant is acquired or rehabilitated with Program funds, and rehabilitation does not require that existing tenants move out of units, OH may waive the unit affordability and occupancy restrictions for those units occupied by existing over-income tenants to allow for a turnover of units. The waiver will be limited to a specified period. At or before the end of the waiver period, over-income tenants should generally be relocated. If the project is income and rent restricted by an affordable housing covenant either previously or as part of the new financing, then the terms of the affordable housing covenant with respect to over-income tenants generally shall apply. OH reserves the right to allow an otherwise over-income household to return to their unit in order to avoid displacement of this household.

### **iii. Rent Increases**

Rents generally may be adjusted annually to the maximum allowable Rent based on number of bedrooms and affordability level. To avoid displacement of Low-Income tenants, owners should avoid sudden, sizable Rent increases that could cause undue financial hardship or displace residents, particularly for existing tenants immediately after rehabilitation or acquisition. If Rent

will increase as a result of acquisition and/or rehabilitation of housing, the initial post-rehabilitation or post-acquisition Rent increases for existing tenants will be subject to OH review to determine that Rent adjustments are reasonably necessary to ensure adequate project operating funds.

Tenants who are income-eligible at the time of their initial occupancy or the time of City funding, whichever is later, are not required to be relocated solely because their income later exceeds the restriction of their unit. However, upon recertification such over-income tenants may be subject to separate mandatory or optional Rent increases, as follows.

- The owner must charge the maximum restricted rent for the unit if a tenant's income surpasses 140% of the maximum income limit for that unit.
- For units with any federal operating subsidy, or occupied by a tenant using a rental voucher, the tenant may pay up to 30% of income for housing costs when the tenant's income exceeds the maximum income limit for the unit, consistent with requirements of the subsidy program and as approved by OH.
- For units that do not have any rent or operating subsidy, the owner is strongly encouraged to increase Rent to 30% of the tenant's income if 1) the tenant's income surpasses 140% of the maximum income limit for the unit and/or 2) the tenant's income surpasses 65% of Median Income.
- If an agreement with HUD requires a higher Rent for a Yesler Terrace Replacement Housing unit than this Section would permit, SHA may increase Rent for any tenant whose income exceeds the restriction of their unit (generally 30% of Median Income) up to the level required by HUD and as approved by OH.

All Rent increases are subject to other funder restrictions, and state and local law.

#### **iv. Floating Units**

OH may approve a "floating unit" regime that allows affordability levels in specific units to change so long as the total number of units at each affordability level in the development is maintained. In such cases, owners will be strongly encouraged to change the affordability level in a unit occupied by an over-income household when a unit at a higher affordability level becomes available in the building. The tenant will not physically move, but a lower affordability level will be assigned to the vacant unit, which would be made available to an income-eligible tenant.

#### **v. Special Populations**

Owners who have committed to serve specific populations, and who sustain a loss of services funding that affects service delivery to such populations, shall consult with OH concerning alternatives.

## **I. Project Monitoring**

Owners must report annually on the status of their projects each year by June 30<sup>th</sup>, or on an alternative date specified by OH upon reasonable advance notice. When possible, OH coordinates its monitoring, site visits and inspections with other funders to help reduce administration time and disturbance to residents. Owners will submit written reports on a combined funders' annual report form, and OH supplemental reporting forms.

### **i. Compliance and Performance Evaluation**

OH's compliance and performance assessments include, but are not limited to, the following compliance and performance areas. Additionally, project-specific requirements may be included in loan documents.

1. Sound borrower fiscal health: The project borrower and its general partner, managing member or other owner when applicable are in sound fiscal health.
2. Management Plan: The project is operated according to the owner's original or amended management plan for the property.
3. Affordability: The borrower must provide an annual report that demonstrates that tenant income determinations and rent levels complied with affordability requirements.
4. Affirmative marketing and nondiscrimination: The housing is affirmatively marketed, including advertisements that reach the general population and underserved groups; the population served is diverse; and the borrower can demonstrate nondiscriminatory treatment for all applicants and occupants, consistent with federal, state, and local fair housing laws and regulations.
5. Occupancy: The tenant family sizes are appropriate for the unit sizes and projects designed for particular populations are appropriately serving those populations with housing and, if applicable, services.
6. Unit turnover and vacancy: Affordable housing owners make good faith effort to turn over units in accordance with industry standards. Annual trends on vacancies will be monitored and reported at least annually to support policy and funding improvements. OH staff will monitor and work with property owners with high vacancies and/or slow turnover to resolve issues. Vacancy is tracked primarily through the Web-Based Annual Reporting System (WBARS), which is managed by the Washington State Housing Finance Commission and the Washington State Department of Commerce. OH staff will work in partnership with providers and other public funders to improve systems, data quality, and reporting, and will explore alternative methods for obtaining more frequent information on vacancies to identify and address any persistent unresolved issues for specific providers.

6. Physical conditions: The property must be maintained in good and tenantable condition and regularly repaired to ensure safe, secure and sanitary conditions. Spaces must be used for their intended purposes (housing units, common areas, storage, accessibility etc.). The project’s sustainable ‘green’ features are maintained and operating as designed.
7. Capital Needs Assessments/Life Cycle Cost Analysis: Long-term replacement needs and capital improvements are adequately planned for and completed on schedule according to capital needs assessment (CNA) schedule of replacements. Preventive maintenance and repairs are completed according to maintenance plan and schedule.
8. Sound project fiscal management: The project is operated according to sound fiscal management practices, and all reserves, taxes, utilities and debt service including any amounts due to the City are paid on schedule and reported as required.
  - a. Revenue management: The borrower collects rents in a timely manner and in a way that ensures adequate income to the property; ensures compliance with contracts for operating subsidy and rental assistance.
  - b. Expense management: The borrower manages expenses by re-evaluating and re-procuring goods and services from time to time.
9. Community relations: The housing project is a good neighbor, which is measured by good maintenance, street appearance, and responsiveness to neighborhood concerns and complaints.

#### **ii. Annual Performance Letters; Actions to Resolve Findings**

OH will provide performance letters each year to all borrowers specific to their projects that have at least one full year of operation. The performance letter will:

1. Summarize OH’s review of compliance and performance in the project monitoring areas described above;
2. Identify any instances of major or chronic non-compliance with terms of the loan agreement, subsidy contract or other loan documents (“Findings”);
3. Specify actions required to resolve Findings that must be performed and documented by the borrower by a certain deadline, and/or specify a date by which the borrower must submit a plan to resolve Findings for OH review and approval.

OH may accept, accept with conditions, or reject a proposed plan to resolve Findings. If a borrower’s plan includes a proposal for City funding, the borrower must make a significant financial contribution and satisfy all other requirements of Section G, above.

A borrower that disputes a Finding may submit a written protest to OH within 30 days of receipt of the performance letter. A protest must state the reasons why OH’s determination of Findings was unjustified, provide copies of any supporting documents, and include affidavits or declarations as to any facts rebutting the basis for the OH determination that are not established by other supporting documents. The Director or another OH employee designated by the Director shall make a written decision on a protest within 30 days of receipt. That decision shall be the final administrative decision of the City for purposes of determining whether a borrower is in “Good Standing” as described in Subsection I.iii.

### **iii. Good Standing**

A borrower is in Good Standing if (a) the borrower has no Findings identified in its most recent performance letter; (b) OH determines that the borrower has remedied all Findings in its most recent performance letter; (c) the borrower is diligently pursuing a plan accepted by OH to remedy Findings as promptly as feasible; or (d) the borrower’s timely protest of the Findings is upheld by OH. The borrower has the responsibility to provide timely documentation to OH to demonstrate that it has remedied Findings or complied with the terms and conditions of the OH accepted plan.

In January of each year, the Director may notify borrowers that OH has determined are not in Good Standing. A notice that a borrower is not in Good Standing shall identify the Findings that the borrower has not demonstrated as remedied, and/or the actions or conditions in the OH accepted plan that the borrower has not diligently pursued or satisfied. Such notice shall also state that the borrower and its Affiliated Entities are ineligible to apply for Program funding until after a determination of Good Standing in the following year.

No determination of Good Standing, or failure to make a Finding, or determination with respect to a finding, or acceptance of any plan to remedy Findings or actions thereunder, shall constitute a waiver or modification of any terms or requirements of loan documents or any other legal obligations of any borrower or other person, unless expressly so agreed in writing by OH. For example, OH may pursue remedies for any default under loan documents even though the default is not considered a Finding.



### **III. Operating, Maintenance, and Services Program**

The Operating, Maintenance, and Services (OMS) Program provides operating and services support for City funded PSH and housing affordable to households with incomes at or below 30% of Median Income. OMS funds are used to fill the gap between eligible operating, enhanced property management, and services costs, and project income from rent and any other subsidies. OH may make a contingent commitment of up to 20 years of OMS support, which assists owners to secure project financing.

#### **1. OMS Program Policies**

These policies apply to all initial commitments of 2023 Housing Levy OMS funds and annual renewals made under any of the Housing Levies, except to the extent there is a binding contract in effect providing that the City will renew an agreement on specific terms or the policies are inconsistent with a provision of a prior levy ordinance that is still in effect. These policies also apply to other local OMS investments, including JumpStart/PET and Local Option funds. If there are terms still in effect governing renewals in a binding contract, renewals shall be based upon the terms of the contract, except to the extent that OH and the project owner agree to substitute different terms consistent with these policies.

##### **A. Eligible Projects; Project Selection for Initial Commitments**

Rental projects funded with 2023 Levy Rental Production and Preservation funds are the only projects eligible for 2023 Levy OMS Program funding. Rental projects funded by City sources are eligible and prioritized for OH OMS funding from JumpStart/PET and/or other eligible sources. In addition, OH may use OH OMS funding to extend the contract of a project that received Operating and Maintenance (O&M) funding from a prior Levy if O&M funding provided by the prior Levy has been fully disbursed.

OH may issue a Notice of Funds Available (NOFA) for the OMS Program. Application requirements will be included in the NOFA.

The application review process considers the following project characteristics:

- The reasonableness of the proposed operating budget;
- The amount of operating and supportive service funds leveraged by the project;

- The experience and capacity of the owner in serving similar populations as well as the owner’s general affordable housing development and management experience;
- The adequacy of the management plan for the proposed tenant population and building;
- The scope of any rehabilitation and whether the work minimizes operating expenses;
- The adequacy of the maintenance plan in maintaining the building and preventing long-term maintenance problems; and
- The commitment and reasonableness of support services, if necessary, for the proposed tenant population.

## **B. Eligible Households**

To be eligible for OMS subsidy, units must be occupied by households with incomes at or below 30% of Median Income, and OH prioritizes OMS investments for PSH. Households must be income qualified prior to moving into the unit or at the time of funding for occupied buildings.

## **C. Funding Limits for Initial Commitments**

OMS funding is intended to be a gap subsidy that is combined with tenant paid rent and other OMS fund sources to cover building operating and services costs. In order to provide opportunities for as many projects as possible and meet Levy OMS goals, the maximum Levy OMS funding award is \$5,415 per unit per year, for the initial full year of occupancy. JumpStart/PET OMS funding awards will be awarded competitively and their funding level determined based on review of project OMS budgets and availability of other OMS revenue sources. Housing Authority voucher subsidy and OMS subsidy may be combined for the same project to increase the number of Extremely Low-Income units or to support PSH if additional operating subsidy is necessary to cover enhanced property management and services costs and no other fund source is available. Enhanced property management and services costs must be reasonable and necessary costs of operating the housing for the population to be served, such as 24-hour staffing or additional case management staff.

Projects will be eligible for annual increases in OMS subsidy, up to 4% annually, subject to OH approval and availability of funds, to help cover increases in the annual funding gap.

## **D. Rents and Occupancy**

Eligible households generally shall be required to pay 30% of monthly income for Rent. As part of the rent calculation, OH will allow adjustment of monthly income for certain allowable expenses as contained in 24 CFR Section 5.611. Owners may request alternate Rent schedules

to meet unique program objectives. For example, OH may permit exceptions if tenants are directing their income to other program goals such as education or saving for transition to permanent housing (e.g., first month rent, deposits). Specific program requirements will be outlined in subsidy contracts. Occupancy rates are expected to be maintained at 95% or better or a rate determined optimal for the specific project and housing program. Annual project budgets should reflect estimated rental income based on type of occupancy.

For housing units where Program funding is combined with other operating subsidy sources, household income shall be reviewed annually and the tenant's Rent payment may be adjusted by the owner, but may not exceed 30% of monthly income. For housing units where Program funding is the primary source of operating subsidy, OH may approve tenant-paid Rents no higher than the Affordable Rent for a household at 30% of Median Income. If a household's income changes prior to the annual review (due to loss of a job, addition of a household member, death of a household member, etc.), Rents can be adjusted.

Some households may have little or no income when first moving into -subsidized housing. In these instances, the housing provider may allow the minimum tenant share of income paid for Rent to be waived or reduced until the household qualifies for public assistance or becomes employed. Owners must include any plan to temporarily reduce the share of tenant income required for Rent in their application and must demonstrate that the housing units will be financially viable.

## **E. Management Plan**

A management plan is required for each application for OMS subsidy. The plan must be consistent with Rental Housing Program policies and local laws and regulations.

## **F. Maintenance Plan**

Each project must have a maintenance plan that describes how the building will be managed and maintained. It should describe the acceptable standard for each room, common space (hallways, stairs, lobby), building systems and exterior. The Plan should include a schedule for inspections and regular and preventive maintenance of the building. The plan must also describe how long-term replacements and maintenance will be accomplished.

## G. Operating Budget and Use of Funds

Each year, owners with OMS (or predecessor O&M) subsidy contracts will be invited to apply for an annual renewal of subsidy. Applicants will submit an actual financial statement for the previous year and a proposed operating budget, in the required format, based on the actual expenses from the previous 12-month period plus a reasonable adjustment for inflation. The budget and the annual award follow the City's fiscal year, which begins January 1, unless OH allows an alternate subsidy period.

Eligible uses of OMS subsidy include operating expenses attributable to OMS-supported units:

- **On-Site Management:** Operations, maintenance, and services costs directly associated with operating the building and providing services to residents. This includes on-site management salaries, benefits and personnel costs, and increasing worker wages to improve employee recruitment and retention; utilities; contracted building services such as elevator, pest control, landscaping, fire safety, security; repair and maintenance expenses such as materials, janitorial services and supplies, unit turnover costs and other repairs. Enhanced property management costs directly related to managing OMS-funded units, including, to the extent they are reasonably necessary, costs of operating the housing for the population the owner has committed to serve (e.g. 24 hour resident services staffing).
- **Off-Site Management:** Property management, supportive services, and personnel costs directly associated with operating the building.
- **Administration:** Property taxes, insurance, legal, marketing, accounting, financial statements and audits, and other costs directly associated with administration in the building.
- **Replacement and Operating Reserves:** Replacement reserve deposits are an eligible operating expense. OMS funds can be used to fund replacement reserves to a maximum set by OH, with disbursements from reserves restricted to repairs and replacement of major building components as approved by OH. The amount added to the reserve will be based on OH loan conditions and periodic Capital Needs Assessments to be prepared by owners.

Operating reserve deposits to cover unforeseen operating costs are an eligible expense. The operating reserve account is considered adequate when the balance is equal to 50% of the annual operating budget. The operating reserve may also be used to pay for building improvements that cannot be entirely funded by the replacement reserve. As part of the management plan, each owner must provide their policy and procedures for managing reserve

accounts. The requirements and limits on replacement and operating reserves for specific projects may be adjusted periodically by the Office of Housing based on a review of the capital needs and operating risks of projects and of other public funder standards.

The program will not subsidize debt service. OMS subsidies may be provided to a portion of units in a mixed-income project that has debt service, provided that all debt service costs are carried by the income from the non-OMS supported portion of the building and the building owner demonstrates a shortfall between income and expenses attributable to the OMS supported units. OMS subsidy will not be granted to support a shortfall on the non-OMS supported portion of the building.

## **H. Subsidy Term**

Levy OMS awards have a maximum contract term of 20 years from the date that the OMS units are complete and occupied. OMS contracts funded by JumpStart/PET, Local Option, and other local fund sources are expected to renew annually as long as revenue is available. Subsidy is subject to availability of funding and to annual reviews that may result in adjustments to subsidy amounts or discontinuance of subsidy, at the discretion of OH. For example, subsidies may be reduced or discontinued if increasing revenues from other housing units, commercial space, or alternative subsidy sources are available to a project, or if shortfalls in funding resources require OH to prioritize other OMS-eligible projects.

OMS contracts may provide that if, during the term of commitment for OMS subsidy, the subsidy is discontinued or reduced, and if the owner therefore cannot meet operating expenses of the OMS units with rents affordable to Extremely Low-Income households, the owner may rent the units to any Very Low-Income households who can pay rents sufficient to cover operating costs of the units, but not to exceed Affordable Rents for Very Low-Income households. The owner must prepare a plan acceptable to OH prior to any change in occupancy or program focus. The plan must give preference to the lowest income households who can pay such rents. The foregoing is not intended to supersede or conflict with the requirements of any covenants or regulatory agreements applicable to the property.

## **I. Expiring 1986 and 1995 Levy O&M Contracts**

For most of the properties supported by 1986 and 1995 Levy O&M Program funding, the initial program contracts have expired and owners have received contract extensions. OH may continue to grant extensions to expiring O&M subsidy contracts originally funded under the 1986 and 1995 Housing Levies, provided there are available funds in the 1986 and 1995 Levy

O&M program reserves or from JumpStart/PET or other local funds. Projects will be required to demonstrate:

- Need for continued subsidy.
- Housing meets current City housing priorities.
- Project meets applicable performance measures and housing outcomes.

## **J. Annual Reviews**

OH will conduct financial, management, operations, and maintenance reviews of projects receiving subsidy each year. OH will determine the subsidy amount on a year to year basis for the term of the contract.

For the annual review, the owner must provide:

- An annual report according to the terms of the OH loan agreement.
- Operating Budget projected for the next year based on current year ‘actuals.’
- An actual financial statement for the project compared with the operating budget. The statement must include cumulative balances for replacement and operating reserves.
- Audit, if applicable, in a form acceptable to OH.
- Tenant Rent Roll including household incomes and rents charged for each unit.
- Capital Needs Assessment updates and details on major repair and maintenance work planned for the next year, if any, including an estimate of the work and source of funds.
- Examination of services outcomes and copies of service contracts.
- A narrative report explaining how the subsidy received in the prior year and the subsidy requested for the next year will allow the owner to meet its commitment to serve Extremely Low-Income households.

## **K. Subsidy Payments and Adjustments**

OMS subsidy will generally be paid to projects on a quarterly basis. The amount and the conditions for providing subsidy will be negotiated between OH and the owner, and established in an annual contract amendment. The amount of subsidy paid each quarter will depend on the operating budget and cumulatively cannot exceed the approved annual amount. Owners will be required to provide quarterly financial reports. Owners may request subsidy readjustment at any time; however, except for unusual circumstances, OH will review just one adjustment request per project annually.

Increases to the subsidy amounts prior to the annual review will only be made when it is determined by OH to be reasonable due to unforeseen circumstances and only if in the judgment of OH, there are sufficient uncommitted OMS funds to provide an increase.

A project that is showing a surplus at the end of the year may be required to make repayment to OH or make additional contributions to replacement reserves in the amount of the surplus.

## **2. Permanent Supportive Housing Operating, Maintenance, and Services - Workforce Stabilization**

PSH staff play a critical role in meeting resident needs, thereby supporting the success of PSH developments and the long-term sustainability of capital investments made by the Office of Housing. However, PSH organizations experience a high volume of staff vacancies due to low wages and challenging working conditions. The PSH OMS Workforce Stabilization (PSH OMS – WS) fund uses both Levy and JumpStart/PET funds to invest in the City’s PSH portfolio to ensure the most vulnerable remain housed and adequately supported, and those working with them are also supported, including with sustainable wages and working conditions.

### **A. Eligible Use of Funds**

Eligibility for PSH OMS – WS is limited to a specific set of PSH buildings, as determined by the Office of Housing. The list is updated periodically. These properties operate at least 16 units of PSH and demonstrate need for OMS and workforce stabilization funds to support their residents, staff, and buildings.

### **B. Eligible Costs**

Eligible costs for the PSH OMS-WS Fund are:

- Workforce wages and benefits, including on-site front-line workers, case managers, front desk staff, janitorial, maintenance, and the first line of supervision, including new positions that directly serve residents
- Deferred maintenance and other capital needs
- Replacement reserve deposits
- Reasonable organizational, staffing, and program expenses to support the operation of PSH
- Administration costs (10% of the total award), including overhead and indirect costs

## **C. Program Requirements**

Funding recipients must be nonprofit, 501(c)(3) permanent supportive housing providers who demonstrate a need for workforce stabilization funding. Eligible organizations receive ongoing annual funding to fulfill a 5-year spending plan, pursuant to funding availability. A larger percentage of the funding over the 5-year timeframe should go towards staffing expenses relative to other eligible costs and administration expenses.

Selected organizations may distribute funding across their portfolio of eligible PSH buildings as they see fit, in consultation with their OH contract monitor. There is no cap for spending per building, as building needs vary depending on a myriad of factors.

## **D. Program Reporting**

Annual reporting on PSH OMS – WS to be included in the OH Annual Report submitted to City Council should include the following:

- Information about organizations supported and their level of support
- General information about the types of staff and services supported by the funds
- The number of supported PSH staff over the reporting period
- Information on PSH staffing levels, including position openings rates and staff turnover
- Information on PSH staff wages

## **3. Resident Services**

The Resident Services Program uses Levy Homelessness Prevention and Housing Stability Services funds and JumpStart/PET funding to assist affordable housing providers to offer resident services that support the housing stability and physical, emotional, and financial well-being of residents of non-Permanent Supportive Housing. Services should respond to residents' needs, be culturally responsive, and incorporate best practices in service delivery, thereby improving housing stability and contributing to positive and equitable resident outcomes. Funds are awarded through a periodic competitive process.

### **A. Eligible Households**

Staff and expenses supported with Resident Services funding should prioritize services that benefit households with incomes 30% of Median Income or below.



## **B. Eligible Use of Funds**

Program funds may be used for:

- Programming costs, including rental assistance, resident engagement activities and supplies, resident translation services, and data collection
- Resident services staff wages and benefits
- Staff training
- Reasonable organizational, staffing, and program expenses directly associated with providing resident services
- Administration costs (10% of the total award), including overhead and indirect costs

## **C. Program Requirements**

Funds will be administered by nonprofit 501(c)(3) affordable housing providers who currently provide, or who demonstrate an ability and intent to provide, services to residents of non-PSH buildings that:

- Are designed to promote resident physical, emotional, and financial well-being;
- Meet residents' needs and fill gaps in services identified through data collection and resident engagement
- Address racial disparities with low barrier, accessible, and culturally responsive services
- Incorporate best practices through a framework in which participation is voluntary
- Are cost-effective
- Incorporate progressive data collection monitoring to allow for measurement of outcomes

## **D. Program Reporting**

Contractors will provide annual program reports to OH with information to be included in the Housing Levy annual report due to the City Council no later than June 30 of each year. The report will include but not be limited to:

- Contracts issued, buildings and units supported, and their funding level
- Number of resident services full-time equivalent (FTEs) supported and number of new FTEs hired during reporting period
- Combined staff hours of services provided

- Number of households served
- Description of and other detail about services provided

## **4. Supplemental Operating Support for Organizational Stabilization**

Housing providers have faced numerous challenges and difficult conditions in recent years, including increased operating expenses and lost rent revenue. Low-Income affordable housing residents are struggling with lingering impacts from the COVID-19 pandemic, increases in the cost of living, and lost earnings, affecting their ability to pay rent. These circumstances are compounding to affect affordable housing providers' ability to sustain operations on already very tight margins. To support operations of the City-funded affordable housing, OH may offer limited, temporary funding from JumpStart/PET funds awarded through periodic competitive processes with distinct application requirements. OH may further define organizations eligible to receive such funds based on factors including, but not limited to, the number of units or buildings with or without current City investment in an organization's housing portfolio, the bedroom size and/or income restrictions of units in an organization's eligible portfolio, the demographic characteristics of residents in an organization's eligible portfolio, the type of housing or services provided in an organization's eligible portfolio, the financial situation of organizations and the buildings they operate, and/or organizational incorporation status.

### **A. Eligible Households**

If funding for rent assistance is allowed through program funding of this type, it must directly benefit households with incomes up to 30% of Area Median. All other funding must indirectly benefit households with incomes up to 60% of Area Median. Examples of uses that may indirectly benefit households include, but are not limited to, maintenance, capital costs related to unit turns, unit repairs, deferred maintenance, and repairs of major building systems.

### **B. Eligible Costs**

Eligible costs for Supplemental Operating Support for Organizational Stabilization include, but are not limited to:

- Rent arrears (consistent with the policy regarding eligible households)
- Rent assistance (consistent with the policy regarding eligible households)
- Incentives/strategies to encourage on-time rent payments
- Staffing for security and/or maintenance, janitorial, cleaning contractors

- Building maintenance and/or janitorial supplies or equipment
- Facility repairs, property damage, and remediation
- Deferred maintenance
- Deferred replacement reserve deposits
- Other capital needs
- Insurance costs
- Administrative expenses (direct and indirect capped at 10%-or federally approved indirect rate)
- Other operating costs (as approved)

### **C. Program Invoicing and Reporting**

Invoicing and reporting will take place quarterly. Invoices must include supporting documentation of expenditures such as copies of general ledgers or rent ledgers. OH staff may request additional supporting documentation to verify costs as needed. OH will work with each recipient organization to ensure appropriate attribution of costs. Following this verification process, OH will finalize and release payment. Each invoice should be accompanied by a quarterly report documenting rent arrears and rent assistance expenditures. Reports must include demographic information for any households receiving assistance, household income data, amount paid, and the months of assistance provided including the timeframe that the payment covers. OH may request additional narrative to describe how program services address resident needs. Information about use of funds will be included in annual reports to City Council.

## IV. Homeownership Program

The Office of Housing uses funds from various sources to help create affordable homeownership opportunities for Low-Income homebuyers in Seattle. The following program policies apply to funds awarded by OH for homeownership, including 2023 Levy Homeownership Program funds, 2016 Levy Homeownership Program funds, 2009 Levy uncommitted Homebuyer Assistance Program funds; funds received through JumpStart/PET, MHA, and land use code provisions; program income and investment earnings derived from Housing Levies and other OH-administered homeownership fund sources, subject to the limitations described in Chapter I.

### 1. Homeownership Program Objectives

The Program assists Low-Income homebuyers to purchase a home in Seattle. The following objectives are variously met through two basic models of assistance: subordinate mortgage loans, also known as down payment assistance; and acquisition or development subsidy, which increases the supply of Resale Restricted Homes affordable to the initial and successive homebuyers.

The following objectives guide the Program:

- Enable qualified Low-Income families and individuals to become homeowners and achieve housing stability and other benefits of homeownership with a focus on those at risk of displacement from their communities or who have faced barriers to equitably accessing homeownership in all parts of Seattle due to discriminatory policies and practices, such as redlining, mortgage lending discrimination, or restrictive racial covenants.
- Promote socioeconomic diversity among homeowners in Seattle neighborhoods.
- Create an ongoing resource to assist future Low-Income homebuyers through either resale restrictions that will maintain an affordable home price or loan repayment terms that will generate Program Income with which to assist future homebuyers or other Low-Income households.
- Promote the expansion of programs that achieve long-term homeownership affordability.
- Increase the supply of for-sale housing affordable to Low-Income homebuyers.
- Combine with other sources of homebuyer assistance funds (Washington State Housing Finance Commission, State Housing Trust Fund, Federal Home Loan Bank, etc.) to leverage City dollars and capitalize on existing service delivery systems.

- Promote homebuyer education as a best practice by requiring households using City homebuyer assistance to complete a pre-purchase homebuyer education program.
- Promote a mix of unit sizes and amenities to accommodate families, including large families, for new construction projects.

## **2. Homeownership Program Policies**

### **A. Eligible Use of Funds**

Housing Levy funds may be used for any of the following, and other Program funds may be used for the following to the extent authorized for the fund source used:

1. Subordinate Mortgage Loans: Also known as down payment assistance or purchase assistance, loans to assist eligible homebuyers by filling all or part of the gap between the cost to purchase an eligible home and an affordable first mortgage amount plus the buyer's down payment.
2. Development Loans for Resale Restricted Homes: Loans to assist qualified developers to acquire or develop homes to be sold to eligible homebuyers. Such homes are resale-restricted to preserve affordability, and to limit resales to successive Low-Income homebuyers.
3. Short-Term Loans: Short-Term loans may be made to purchase land or building(s), or for construction purposes. All Short-Term Loans are intended to be repaid with permanent financing and may total more than the maximum per unit award as described in Section D.v.3 below.

### **B. Eligibility Requirements**

#### **i. Homebuyer eligibility**

Homebuyers must generally be First Time Homebuyers with household incomes at or below 80% of Median Income, adjusted for household size. First Time Homebuyer is defined in Chapter XI. If OH awards funding from a federal source that employs a different definition of First Time Homebuyer, that definition will be used in the funding award and other contractual documents. Homebuyers who have owned a home that was Resale Restricted as defined in Section 2.D of this chapter are not subject to the First Time Homebuyer rule provided a Resale Restricted home is their only current or prior home. Homebuyers who are exempt from the First Time Homebuyer rule for this reason must still meet all other eligibility requirements, such as

maximum household income, asset limits, minimum contribution, and minimum housing payments.

The first mortgage, or share loan in the case of cooperative housing, or other financing that the homebuyer uses to purchase the home is subject to OH approval. Homebuyers may use any first mortgage product approved by OH, including FHA and Fannie Mae products, and portfolio loans.

Homebuyer households must successfully complete a pre-purchase homebuyer education program and one-on-one homebuyer counseling conducted by an OH-approved agency. A homebuyer purchasing a Resale Restricted Home developed using financing from OH is ineligible for a subordinate mortgage loan from OH, but if the developer takes a subordinate mortgage as seller financing, OH may require that it be assigned to the City either absolutely or as security for repayment of a City loan to the developer.

#### **ii. Homebuyer contribution**

Homebuyers must provide a minimum of \$2,500 or 1% of the affordable purchase price, whichever is greater, of their own funds toward the home purchase, except as provided in this paragraph. The homebuyer contribution must include all liquid assets, except that the homebuyer may retain \$15,000 or six months of housing payments, whichever is greater. Homebuyers may receive gifts of funds towards their portion of the down payment; however, gifts must not exceed 25% of the homebuyer's total down payment requirement. Homebuyers may provide a lower financial contribution as follows: (1) for eligible buyers participating in an OH-approved, nonprofit-sponsored, sweat equity housing program that requires significant participation by the homebuyer, the homebuyer's contribution of volunteer time may be accepted in lieu of the minimum cash contribution; and (2) for eligible buyers who have a long-term disability and whose household income includes SSI or similar public income support, gifts may constitute up to 75% of the homebuyer's total down payment requirement.

#### **iii. Minimum housing payment**

The homebuyer's annual housing payments as projected, subject to OH approval, prior to closing of the purchase, shall not be less than 25% of the household's annual income. Housing payments include principal, interest, property taxes, homeowner's insurance and, if applicable, homeowners association dues or lease payments, and do not include utility payments. A homebuyer with sufficient liquid assets so that, after the required down payment, the mortgage financing needed on normal terms would result in housing payments below 25% of household income, generally would not be eligible, including for subsequent purchases of a Resale Restricted Home.

#### **iv. Property requirements**

All types of for-sale units are eligible for funding consideration, including single-family residences, condominium units, limited equity cooperatives, co-housing, and homes on leased land. Homes must be located in Seattle and have a purchase price no greater than a maximum amount established by OH and published annually. Properties must be the homebuyer's principal residence and remain owner-occupied through loan maturity or payoff. The Director may waive the owner-occupancy requirement for a limited period of time under certain circumstances, such as military service. Purchases of properties for investment are not allowed under this program. Homes with an accessory dwelling unit are eligible, provided that the buyer will be an owner-occupant of the home. A lease-to-own contract or long-term lease may be considered a purchase.

### **C. Subordinate Mortgage Loans**

#### **i. Amount of assistance**

Assistance to enable homebuyers to purchase a home will be limited to gap financing of homebuyers, up to a maximum of \$80,000 for any assisted household. "Gap" is defined as the difference between the cost to purchase the home and the buyer's down payment plus an affordable mortgage amount for the homebuyer. Generally, an affordable mortgage is one that results in total housing payments in the range of 25% to 35% of the household's income, depending on the buyer's individual circumstances. OH will establish the gap formula used by homebuyer agencies receiving program awards, and will review the gap analysis for each individual loans for compliance with these policies and requirements published in a NOFA.

#### **ii. Loan Terms**

Proceeds of subordinate mortgage loans may be applied to purchase price, closing costs, counseling fees, and interest rate write-downs of the first or subordinate mortgages. Subordinate mortgage loans will generally be 30-year deferred loans. Loan repayment terms shall specify the interest rate, which generally shall not exceed 3% simple interest; loan term; period of payment deferral; and any contingent interest or share of appreciation, which may be reduced and/or eliminated over time. The terms of the subordinate mortgage loans shall provide that the entire principal balance is due upon sale, other transfer or refinancing of the home, at the lender's option, to the extent permitted by applicable law. However, OH may permit assumption of the loan by another eligible buyer household in lieu of repayment and may subordinate its deed of trust or other security to substitute senior loan financing.

### **iii. Notice of Funds Available**

OH will provide subordinate mortgage funds via a qualified homebuyer assistance agency. This agency will be responsible for affirmative outreach, identifying and screening potential borrowers, and submitting borrowers' loan packages to OH for approval. OH will issue a Notice of Funds Available (NOFA) periodically as needed to solicit applications from such agencies. The NOFA will provide application requirements, applicant eligibility criteria, details on specific fund sources available, application forms, and deadlines. OH may allow minor deficiencies to be corrected and clarifications to be made by applicants during the review process. Otherwise, incomplete applications will not be considered for funding. The applicant and Affiliated Entities must be in Good Standing on all existing loans, program agreements and contracts administered by OH as defined in Section G below.

## **D. Development Loans for Resale Restricted Homes**

### **i. Resale Restricted Homes**

Program funds may be used to assist in the Site Acquisition and/or development of land and homes to be sold to eligible homebuyers as Resale Restricted Homes. "Resale Restricted Homes" are homes that are subject to recorded restrictions intended to require that, for a period of at least 50 years, upon resale, the homes must be sold to eligible homebuyers at a sales price that is likely to be affordable to a Low-Income homebuyer. Resale restrictions must be in the form of a ground lease, covenant, or other recorded document approved by OH and include the option to purchase by the beneficiary of the covenant. The applicant's methodology for establishing maximum initial and resale prices is subject to approval by OH.

### **ii. Initial Purchase Price and Resale Price Formula**

The Initial Purchase Price and the formula to be used to determine resale price limits are subject to OH approval. The "Initial Purchase Price" is the value that will be entered into the instrument restricting the resale price and is the value to which the resale formula will be applied. The Initial Purchase Price and the resale price limit may exclude or provide adjustments for subsidies to the buyer or junior mortgage financing that is subject to forgiveness or may be assumed upon resale. The terms of any junior mortgages and/or other subsidy shall be subject to approval as well as their potential impact on current and future affordability. OH may provide development subsidy to allow for an Initial Purchase Price to be affordable to households with incomes between 65% and 75% of Median Income to improve the likelihood that homes will continue to be affordable to income-eligible homebuyers for a minimum of 50 years.

The applicant must demonstrate that the Initial Purchase Price is affordable at an income level approved by OH and the resale formula is likely to keep the home affordable to Low-Income



households at subsequent resales over the course of the affordability period. Generally, an affordable price is one that results in total housing payments in the range of 25% to 35% of the household’s income. OH will assess the affordability of the Initial Purchase Price assuming the minimum required homebuyer contribution and a household size equal to the number of bedrooms plus one. OH may allow or require exceptions to the assumed household size, for example for shared housing or limited equity cooperatives. Other assumptions used to determine the Initial Purchase Price, including but not limited to housing payment ratios, interest rates and property taxes, are subject to OH approval.

The resale price formula shall be applied to the Initial Purchase Price and shall establish restrictions on future purchase prices in order to provide for continued affordability to Low-Income homebuyers over a reasonable range of future changes in median incomes and interest rates. The resale price formula may allow for limited annual increases in resale prices, generally between 1% and 3% per year, with possible adjustments based on junior financing terms as described above or others approved by OH.

### **iii. Financing**

Assistance shall generally be in the form of long-term financing. Long-term assistance shall generally be made available through 0% to 1% interest loans with payments deferred for 50 years. Short-term acquisition funding shall generally be through the Short-Term Loan Program.

### **iv. Eligible and ineligible costs and activities**

Program funds shall be used for costs associated with Site Acquisition and/or development of Resale Restricted Homes. Funds may be used to finance entire developments, individual units, or residential portions of a development.

Eligible costs include but are not limited to:

- Appraisals
- Architectural/ engineering fees
- Closing costs
- Construction
- Contingency
- Counseling fees
- Developer fees
- Environmental Assessment
- Financing fees
- Hazardous materials abatement
- Insurance
- Interest
- Inspection and survey
- Option costs
- Permits
- Reimbursement of Pre-Development costs\*
- Professional Fees
- Purchase price
- Relocation
- Title insurance

\*Funding for Pre-Development through the Homeownership development loans is primarily intended to support projects developed by small, community-based non-profit housing developers who have barriers to accessing other sources of Pre-Development funding. All nonprofit borrowers are encouraged to use other cost-effective sources for Pre-Development funding, including private loans.

Program funds may be used to fund housing units, residential spaces, and common areas to the extent they serve the low-income housing and not other uses. Program funds can be used for projects that combine affordable Resale Restricted Homes with market-rate housing and/or commercial or other nonresidential spaces. However, costs associated with market-rate housing and commercial spaces are not eligible for Program funding.

Borrowers must demonstrate that proposed uses of Program funding are attributable to eligible residential spaces only and that costs of other parts of the project are paid by funds eligible for that purpose. Where it is impractical to segregate costs between Program-funded units and other portions of a mixed-use or mixed-income project, the Director may permit such costs to be pro-rated between Program funding and other funding sources based on a reasonable formula. The Director may set standards for a bedroom for the purposes of OH funding amounts and setting initial purchase prices.

## **v. Project requirements**

### **1) Eligible borrowers**

An eligible applicant and/or proposed borrower must demonstrate the ability and commitment to develop, sell and steward affordable homeownership units, including a stated housing mission in its organizational documents. OH will evaluate the experience of an applicant's development team, management team, Executive Director, staff, and Board of Directors (if applicable) to determine if there is sufficient capacity to sustainably develop, own and steward affordable homeownership units on a long-term basis.

Applicants that lack direct experience in these areas may demonstrate capacity by partnering with an entity or entities that provide essential expertise to the project. In these cases, OH will evaluate the proposed partnership to ensure it meets the needs of the project and is sustainable for an appropriate length of time. The applicant, proposed borrower, and all Affiliated Entities of each of them (whether or not involved in the proposed project) must be in Good Standing on all existing loans and contracts administered by OH, as defined in Section G below.

Eligible applicants and borrowers are:

- Nonprofit agencies with charitable purposes. Private nonprofit agencies will be required to submit articles of incorporation and an IRS letter as proof of nonprofit status.
- Any corporation, limited liability company, general partnership, joint venture, or limited partnership.
- Public Development Authorities.
- Seattle Housing Authority, except that funds for housing developed at Yesler Terrace must be consistent with the Yesler Terrace Cooperative Agreement.
- Private for-profit firms.

## **2) Stewardship**

Eligible borrowers will be, or will have under contractual obligation satisfactory to OH, an organization with sufficient capacity and experience, as determined by OH, to consistently and satisfactorily conduct the following activities to ensure ongoing affordability of Resale Restricted Homes and support homeowner success for the period of the Loan or covenant, whichever is longer. These requirements will be further articulated in loan agreements, funding agreements, program agreements and/or covenants executed with eligible borrowers and/or partner organizations.

At a minimum, stewards of Resale-Restricted Homes must:

- Confirm compliance with owner-occupancy requirements, and report to OH on an annual basis, using a methodology and form satisfactory to OH.
- Facilitate resales of Resale-Restricted Homes by calculating and clearly communicating with homebuyers the maximum price for which they can sell their home, conducting consistent outreach to create and maintain a pool of interested, eligible, qualified homebuyers, establish and maintain relationships with mortgage lenders and other real estate transaction professionals so that homebuyers can access first mortgage financing, establishing policies and procedures that sufficiently manage corrections of any deferred maintenance so that new homebuyers purchase homes in good condition.
- Clearly and consistently communicate to applicants, homebuyers and homeowners, program and/or funding requirements and restrictions and how to comply. This may be in the form of annual letters, blog posts, regular emails, or drafting, maintaining, and distributing a program manual. Communication should address key topics such as the resale formula, maintenance and repairs, the owner occupancy requirement, refinancing

provisions, and the resale process. Such information should be shared with homeowners annually at a minimum. Staff should also be available to respond to inquiries.

- Monitor homeowner mortgage, HOA and insurance payments. Make multiple, proactive attempts to contact homeowners who fall behind and connect homeowners with any needed resources or other support.
- Support owners to create and sustain legally necessary Homeowner’s or Condominium Associations.

Additional best practices might include; assisting HOAs and/or property management contractors to monitor and plan for maintenance needs that impact multiple units, such as roof replacement for attached homes or elevator inspections in a stacked flats community; post-purchase support to homeowners e.g. financial counseling and home maintenance and repair workshops; hosting community events to build relationships between neighbors and encourage HOA participation; holding on-site office hours for homeowners who may have questions about resales, repairs, neighbor relations or other matters.

### **3) Maximum amount per unit, and cost-effective investments**

The City will award up to \$100,000 per unit for studio homes, \$120,000 per unit for one-bedroom homes, \$140,000 per unit for two-bedroom homes, \$170,000 for three-bedroom homes and \$180,000 for homes with four-bedrooms or more. This maximum amount does not include the cost of land. This maximum can be exceeded on a temporary basis when other short-term loans are outstanding. At the discretion of the Director, OH may exceed these per unit caps in the instances of conversion of rental housing to homeownership, as contemplated in Chapter V of these Housing Funding Policies. Land acquisition costs are expected to be funded by JumpStart/PET for a total of up to \$10 million over the seven years of the 2023 Seattle Housing Levy. If the full \$10 million is not needed for land acquisition, those funds will be directed back to development subsidy for permanently affordable for-sale homes.

The City strives to leverage non-City resources for capital to the greatest extent possible. Borrowers are expected to maximize other capital resources to help ensure that the greatest number of quality affordable homeownership units are produced, taking account of policies and factors affecting cost, including family-sized units.

Proposals for quality affordable housing must demonstrate a cost effective, sustainable investment of public funding. Minimum requirements for cost-effectiveness may be set in the NOFA.

#### **4) Additional policies**

Development projects must also comply with the following policies contained in Chapter X, General Policies for Capital Development, where applicable:

- Community Relations
- Relocation, Displacement, and Real Property Acquisition
- Affirmative Marketing (applies to projects where developer is selling units to homebuyers)
- For projects involving construction, Fair Contracting Practices, WMBE Utilization, and Section 3

Additional requirements apply to fund sources other than the 2023 Housing Levy, including federal requirements for HOME and CDBG funds. Applicants should contact OH to determine applicable policies.

#### **vi. Proposal review and project selection**

##### **1) Notice of Funds Available**

OH will issue a Notice of Funds Available (NOFA), contingent upon available resources, at least once per year, which will provide application requirements, application forms, and deadlines. As provided in Chapter VIII, OH may separately announce funding available for affordable housing development on a publicly owned site. In addition, OH may separately review and approve applications for funding for housing developments at publicly owned sites consistent with Council-approved redevelopment plans. OH may expend funds directly on the lease, acquisition, maintenance, or management of publicly owned sites, and on due diligence, including third-party reports, separate from a funding award for development of affordable housing. Applicants and Affiliated Entities must be in Good Standing on all existing loans, program agreements and contracts administered by OH as defined in Section G below.

All applicants are required to attend a project pre-application conference with OH staff prior to submitting an application. OH may allow minor deficiencies in funding applications to be corrected and clarifications to be made by applicants during the review process. Otherwise, incomplete applications will not be considered for funding.

OH strives to ensure fair contracting methods and competitive pricing in the construction of affordable housing. OH may include minimum construction requirements in the NOFA, including but not limited to standards around selection of contractors, contracting and project management capacity. Borrowers are responsible for the compliance of all documents, plans

and procedures with all applicable laws, regulations, codes, contracts, and funding requirements.

Other information may also be requested or required in the NOFA, including but not limited to project description, borrower capacity to develop, own and steward permanently affordable homeownership units, buyer profile, evidence of site control, appraisal, and community notification.

## **2) Proposal review**

Funding applications are reviewed and evaluated in detail by OH staff based on the requirements listed in this Section and additional criteria published in the NOFA. OH staff works closely with the other public funders that have been requested to fund each project.

When projects have been evaluated, staff makes funding recommendations to the Director. The Director, whose decisions on funding shall be final, shall make funding awards based on the merits of the proposed projects; the projects' strengths in meeting the objectives and priorities stated in applicable plans and policies and the NOFA; the capacity of the applicant to attain and sustain long-term homeownership affordability and other factors as detailed in the NOFA or offering documents.

## **3) Fund award**

The Director authorizes a fund award for each selected project, which provides information about fund source requirements, funding levels, and conditions that must be met prior to closing. Fund awards are not binding on the City until final loan documents are signed by both the Director and the borrower.

The Director may reduce or revoke funding to any project for several reasons, including, but not limited to, failure to meet funding conditions; decrease in costs from the preliminary cost estimate submitted in the application; failure of the applicant to obtain other funding; noncompliance by the applicant with City policies; determination of inaccuracies in the information submitted; increased costs or other factors affecting feasibility; failure to begin construction within a reasonable timeframe; results of environmental or other reviews; changes in the Good Standing of the applicant, borrower, or Affiliated Entities; or failure to the applicant to agree to loan conditions.

#### **4) Loan conditions**

Loan conditions, including but not limited to repayment, covenant terms, interest rate, extensions and/or deed of trust will be covered in the NOFA, other offering documents and/or in loan documents.

A covenant or other acceptable legal restriction, such as a ground lease, will be recorded against the property that makes the units funded by the City Resale Restricted Homes. Unless otherwise agreed by the Director, the restriction shall continue in effect if the loan is repaid or discharged before the maturity. The Director may release the restriction, wholly or in part, if there is recorded a substitute covenant or other legal restriction such as ground lease at the time homes are sold to eligible homebuyers so that they are Resale Restricted Homes. The Director also may release the restriction, wholly or in part, in connection with a sale of the property approved by the Director, including any foreclosure, if the Director determines that under all the circumstances, including any proposed substitution of other units, the release will likely result in a net benefit to the City’s efforts to achieve low-income housing goals, compared to maintaining the covenant.

### **E. Short-Term Loans for Resale Restricted Homes**

#### **i. Purpose**

OH may provide acquisition or construction loans, in excess of the maximum amount per unit as articulated above in Section 2.D.v.3 of this Chapter as short-term financing in certain cases, to assist in the development of projects that would further the objectives of the Program. The total amount of Short-Term Loans outlays at any one time, assuming the City exercises the option and any others in effect, will be dictated by actual available funding and budget authority. OH Homeownership Program staff will consider potential future limits on outstanding Short-Term Loans based on utilization of this funding in the early years of the 2023 Levy period. Repayments on Short-Term Loans and any interest will be allocated to the subfund from which the loan was made.

#### **ii. Eligible uses**

Short-Term Loans can only be used for eligible expenses per Section 2.D.iv of this Chapter to assist in the production or preservation of Resale Restricted Homes. Once completed, the housing development must provide affordable housing consistent with Homeownership Program policies.

### **iii. Notice of Funds Available**

OH will issue a Notice of Funds Available (NOFA) and may consider applications on a rolling basis. Application materials will be substantively similar to those of the Homeownership program. A pre-application meeting is required before applying for any short-term loan.

### **iv. Proposal review and project selection**

Staff will underwrite projects applying for short-term loans as if they are requesting development subsidy.

### **v. Eligible borrowers**

To be eligible for a Short-Term Loan, the applicant must: meet the requirements as articulated in Section 2.D.v.1 of this Chapter, have successfully developed and stewarded at least three resale-restricted homeownership projects and demonstrate capacity to secure permanent financing within 5 years for the proposed project; or be working in partnership with an organizational partner that has successfully developed and stewarded at least three Resale Restricted Homes projects and can demonstrate capacity to secure permanent financing within 5 years. The applicant, its organizational partner(s), if any, and all Affiliated Entities must be in Good Standing on any OH loans.

Additional borrower requirements to be eligible for a construction loan are as follows:

- All homes in the proposed project will be Resale Restricted. There can be no market rate homes as part of the project,
- The development proforma, as determined by OH, demonstrates that the homes can be sold for affordable prices either with only OH subsidy or that all additional required subsidy has been committed,
- Alternative sources for construction financing have been explored and cannot be secured or can be secured but the cost for such financing inhibits the ability of the sponsor to sell homes at the required affordable prices.

### **vi. Loan rate and terms**

1. For vacant land, the loan to value shall generally be up to 95% and may be up to 100% subject to criteria identified in the NOFA. Project sponsors must demonstrate securing an acquisition loan from OH as opposed to other lenders results in significant savings to the project. Construction loans shall be up to 75% of the post construction value as determined by an OH commissioned appraisal.
2. The interest rate shall be generally be 2% simple interest. Accrued interest shall be paid in full when the loan is repaid or converted to development subsidy.



3. Loans generally will be made on a non-recourse basis. OH may require recourse to the borrower or a guarantor, or both, if for any reason the Director deems it necessary or prudent in order to minimize risk.
4. Borrowers must agree to terminate a use other than low-income housing, upon OH request.
5. Acquisition loan terms shall be up to five years. Construction loan terms shall be up to two years. The Director shall have the option to allow extensions, or to convert the appropriate portion of the Short-Term Loan to development subsidy financing. Any extensions may be conditioned on the borrower submitting an updated proposal for approval by OH.
6. OH will require a covenant or other acceptable legal restriction to be recorded against the property which will require use of the property wholly or in part for Resale Restricted Homes. The restriction shall continue in effect when the loan is repaid or discharged. The Director may release the restriction, wholly or in part, if as a substitute there is recorded a covenant or other legal restriction such as a ground lease at the time of closing of development financing or at the time homes are sold to eligible homebuyers, so that the homes supported by OH funding will be Resale Restricted Homes.
7. The Director also may release the restriction, wholly or in part, in connection with a sale of the property approved by the Director, if the property is not in housing use and the Director determines that development of low-income housing is infeasible and that the loan must be repaid.

## **F. Project Monitoring**

Borrowers or project stewards of Resale-Restricted Homes shall report annually on their compliance with various ongoing funding requirements and their monitoring status of such. These reports shall be furnished by a date specified by OH upon reasonable advance notice and/or as required in regulatory agreements.

Annual reports shall include, but not be limited to, information regarding the following compliance and performance areas:

1. Home as owner's primary residence.
2. Homeowner status: The steward will report any homeowner who is not in Good Standing as agreed upon by the terms outlined in their agreement with the steward and the nature of any default.

3. Unit sales or transfers: The below is in addition to submitting buyer eligibility documentation for resales and transfers, as required in loan documents.
  - a. Unit sales: The steward will indicate which OH funded homes have resold and include the current owner information.
  - b. Unit transfers: The steward will indicate which OH funded homes have been transferred; and the updated homeowner contact information. The homeowners must meet the transfer terms outlined in the agreement with the steward.
4. Project operations: If there are regulatory agreement requirements such as operations and/or building reserve minimums or the like articulated in loan documents, compliance with those will also be reported on and monitored by OH staff.

## **G. Good Standing**

An applicant or borrower must meet the following conditions to be in Good Standing:

- The applicant or borrower is not in default of the terms of any outstanding loan, contract or program agreement with the Office of Housing, or if in default has reached resolution with OH on remedy.
- Any project for which the applicant or borrower, or its Affiliated Entity, has received OH development, acquisition, or bridge financing is proceeding without substantial concerns (such as construction delays, budget overruns or inability to sell units); or, if substantial concerns exist, an appropriate mitigation plan has been proposed by the applicant or borrower and accepted by OH.
- Be current on annual reporting requirements as outlined in Section F above.

## **3. Foreclosure Prevention Program**

The Foreclosure Prevention Program provides loans to eligible homeowners who are at risk of foreclosure. Funds can be used to pay for housing-related costs, such as mortgage payments and property tax arrears, necessary to prevent foreclosure. The program is funded solely with 2023 Housing Levy funds.

### **A. Program Objectives**

- Decrease the number of foreclosures in Seattle and the resulting displacement of Low-Income homeowners, which disproportionately impacts older adults and people of color.
- Assist low-income homeowners to remain successfully in their homes and communities.

- Explore and create effective partnerships with housing counselors, other City departments, and King County to determine how and when to appropriately intervene with financial or other assistance to assist low-income homeowners to successfully remain in their homes.

## **B. Program Funding Policies**

### **i. Homeowner eligibility**

Homeowners with household incomes at or below 80% of Median Income who own and occupy their homes may be eligible for assistance. Homeowners must have experienced an identifiable hardship, such as job loss or medical crisis, that resulted in delinquent housing payments and must demonstrate the ability to afford the housing payments after receiving assistance. Homeowners must be working with and referred by an OH-approved homeownership counseling agency, and must fully explore alternatives, including workout options, prior to or in conjunction with applying for the Foreclosure Prevention Loan. OH will allow the homeowner to retain financial reserves up to a maximum reasonable amount, as agreed to between OH and the program administrator.

### **ii. Eligible uses**

Funds can be used for housing-related costs that are necessary to avert foreclosure. Such costs may include costs required to obtain a mortgage modification, delinquent mortgage payments, overdue property taxes, delinquent homeowner association dues, and interest and fees associated with late payments on the above.

### **iii. Loan terms**

Loan amounts will not exceed an amount that OH determines the borrower needs to avoid foreclosure. Additional underwriting criteria such as loan to value ratio established by OH will apply. The maximum loan amount will be \$30,000. The minimum loan amount will be \$2,000.

Interest rates may range between 0% and 3%. Loans may be amortized or deferred. Deferred loans will be due in 30 years or upon sale or transfer, and deferred loans may require monthly payments after the senior mortgage loan has been paid off. For amortizing loans, the amortization period can extend up to 20 years, but the payment must be at least \$50 per month and must cover interest.

A lien will be recorded against the home. The Director may forgive all or part of the loan if the home sells for less than existing liens against the home and repayment of the loan would cause significant hardship to the Low-Income homeowner.

#### **iv. Program administration**

OH may issue a competitive Request for Proposals (RFP) or a Request for Qualifications (RFQ) to select a program administrator with the necessary experience in underwriting, originating and/or servicing loans. The selected administrator will have a strong track record of lending services, working successfully with the network of Seattle area housing counseling agencies, and service to the community. The administrator will have demonstrated experience and capacity for affirmative marketing, record keeping and reporting, customer service, fair lending and portfolio management in accordance with all applicable laws, regulations, codes, contracts, and funding requirements.

## V. Long-Term Preservation of City-Funded Rental Housing

OH conducts long-term monitoring and compliance on affordable rental housing buildings supported by City funds. As these buildings approach the end of their agreed terms of affordability and/or need rehabilitation to continue operating, OH seeks to preserve City-funded housing whenever possible. This Chapter outlines potential pathways to either extend the operational life of such buildings and retain permanent affordability, or else release ownership of these buildings in a way that provides adequate consideration for current residents and allows for the subsequent creation of replacement homes. Potential pathways may include, but are not limited to:

- Preserve the building as affordable rental housing by extending the loan, restructuring debt, facilitating the transfer to another owner-operator, and/or making additional City investment to address both capital and operational needs while extending the mandated affordability period.
- Preserve the site that the property occupies for affordable rental or ownership housing through redevelopment with new affordable homes on the site. This pathway should include a plan for relocation of current residents.
- Explore options for community and resident ownership if buildings can be adequately renovated and offered to residents.
- If all other options have been exhausted, allow for the sale of City-funded properties. This pathway should include a plan for relocation of current residents and maximum possible reinvestment of the OH share of equity in new affordable rental housing.

In determining the appropriate pathways for City-funded rental housing, OH will consider factors such as other public funder requirements, the capital needs of the building, the building's operational efficiency, and the overall financial sustainability of the provider. OH will also consider the availability of City funding and other resources, including the costs and benefits of preserving existing affordable housing versus investing in the production of replacement housing elsewhere at similar affordability levels. Generally, OH will only approve reinvestment in existing rental housing when the cost to preserve is less than or equal to the cost to produce replacement housing at similar affordability levels, and when preservation will not adversely impact the ability of the provider to maintain the rest of its portfolio or to create new, needed affordable homes.

There may be instances where OH chooses to reinvest in existing buildings even if the cost to preserve is greater than the cost to produce comparable replacement homes. Factors OH may consider in these instances include, but are not limited to:

- Cost of preserving existing affordable homes
- Existing affordable homes are located in an area that:
  - has experienced displacement,
  - is at high risk of displacement,
  - provides access to opportunity, or
  - has not received significant public investment for affordable housing.
- Unique opportunities to convert projects to permanently affordable homeownership or community ownership.

## **VI. JumpStart/PET Community Self-Determination Fund Program**

The JumpStart/PET Community Self-Determination Fund (JumpStart/PET CSDF) provides short-term or permanent funding to community-based organizations for strategic property acquisition, development, and preservation of low-income housing. JumpStart/PET CSDF loans can be made for acquisition of land or buildings, and can support development of affordable rental or for-sale housing. Program resources may be used to purchase buildings identified through Seattle’s Notice of Intent to Sell ordinance. Loans are intended to be repaid with permanent project financing, which may or may not include City fund sources. The total outlays under the JumpStart/PET CSDF may not exceed the funding allocated to the JumpStart/PET CSDF. Permanent financing availability must align with funding needs created by CSDF short-term financing and Levy-funded short-term financing.

An additional element of the JumpStart/PET CSDF is the JumpStart/PET Community-Based Organization (CBO) Capacity and Grant Program, which will set aside funds for third-party intermediaries to provide technical assistance and capacity support for CBOs and new developers.

### **1. JumpStart/PET CSDF Program Objectives**

- Support CBOs who are new to housing development and may not meet the eligibility requirements of the existing A&P Program.
- Support equitable housing development that aims to redress past harms in communities where housing markets have been disproportionately negatively impacted by government and financial institutions.
- Provide more flexible development timelines for community-based development.
- Reduce barriers for CBOs to enter the affordable housing sector, particularly for those CBOs that have traditionally been excluded from the industry.
- Enable more community driven projects to be realized by communities living with the past and present impacts of displacement and housing discrimination.
- Acquire and preserve existing affordable housing, including occupied buildings that are subsidized rental housing or affordable private market housing, particularly such occupied buildings where low-income residents may be at risk of displacement.
- Affirmatively further fair housing and advance the City’s equitable development goals, including by prioritizing investments in areas where residents have experienced and/or are at risk of displacement (particularly for communities that have been

disproportionately negatively impacted by systemically racist practices such as redlining), that provide high access to opportunity, or that have not received significant public investment for affordable housing previously.

- Produce or preserve low-income housing in high-capacity transit station areas and locations with high-frequency transit service, to provide access to employment and services.
- Support cost-effective housing investment, particularly where short-term acquisition financing is critical to achieve cost savings.
- Leverage significant funding for housing development, operations, and/or services, or project-related infrastructure investments, which may be lost without the availability of short-term acquisition financing.

## **2. JumpStart/PET CSDF Program Policies**

The following program policies apply to JumpStart/PET CSDF loans. A loan must be used for Site Acquisition, including acquisition of improved or unimproved property, or both, to assist in the development or preservation of low-income rental or homeownership housing.

### **A. Notice of Funds Available**

OH will issue a Notice of Funds Available (NOFA) and may accept applications on a rolling basis. The NOFA will specify application requirements similar to the Rental Housing and Homeownership program applications. Pre-application meetings with OH staff will be mandatory. JumpStart/PET CSDF loans may be made only when, in the judgment of the OH Director, there is a high likelihood that an acceptable development plan and permanent financing for low-income housing will be available within five years.

### **B. Eligible Borrowers**

To be eligible for a JumpStart/PET CSDF loan, the applicant must meet the following criteria:

- A participant in the JumpStart/PET CBO Grant Program (as described below)
- Community-Based Organizations and Community Development Corporations
- Funds will be prioritized for organizations that are working directly with vulnerable and low-income communities who have been most negatively impacted by discriminatory housing practices



- Organizations with annual organizational housing revenue below \$8 million will be prioritized
- Documented Board intent to own and operate multifamily rental and/or steward Resale-Restricted homeownership
  - To be eligible for the JumpStart/PET CBO Capacity and Grant Program, Board intent may be established by a resolution
  - To be eligible for the JumpStart/PET CSDF Loan Program, Board intent must be established in the organizational mission statement and/or by-laws

Project criteria:

- Funds will be prioritized for projects that advance equitable development goals and address displacement, including those proposed or supported by local, community-based, non-profit organizations that are culturally relevant and historically rooted, particularly when the project site is in an area that is at high risk for displacement.
- A development plan must be in place within five years of receiving acquisition funding

The applicant and its Affiliated Entities must be in Good Standing on any OH loans. Applicants who have, or whose Affiliated Entities have, an outstanding CSDF loan will generally not be eligible unless permanent financing for the outstanding loan has been secured. Each applicant and its Affiliated Entities are allowed one JumpStart/PET loan at any given time.

### **C. Loan Rate and Terms**

- For vacant land, the loan to value shall generally be up to 95% and may be up to 100% subject to criteria identified in the NOFA. Loan to value shall be up to 80% on improved income producing property but may be up to 100% for properties that are not producing income sufficient to cover debt. OH will generally expect City funds to be leveraged with other acquisition sources.
- The interest rate shall be 1% to 3% simple interest. Accrued interest shall be paid in full when the loan is repaid.
- Loans generally will be made on a non-recourse basis. OH may require recourse to the borrower or a guarantor, or both, if for any reason the Director deems it necessary or prudent in order to minimize risk.
- Borrowers must agree to terminate a use other than low-income housing, upon OH request.
- The loan term shall be up to 5 years. The Director shall have the option to allow extensions, or to classify the CSDF loan as permanent financing. The project will apply

through a competitive procurement process for future development gap financing. Any extensions may be conditioned on the borrower submitting an updated proposal for approval by OH.

- A 20-year covenant will be recorded against the property that will require use of the property wholly or in part for low-income housing. Low-income rental housing shall provide an Affordable Rent for households with incomes up to 60% of Median Income. When a loan is used to acquire an occupied building, low-income rental housing may provide an Affordable Rent to existing tenant households up to 80% of Median Income and will be required to provide an Affordable Rent to households with incomes at 60% of Median Income upon unit turnover. Resale Restricted for-sale homes shall be sold to eligible homebuyers with household incomes of no more than 80% of Median Income for Resale Restricted Homes.

When a JumpStart/PET CSDF participating Community Development Financial Institution (CDFI) contributes financing to the acquisition, the Director may allow the regulatory agreement to be in a subordinate position on vacant land or land to be redeveloped, to allow a higher loan-to-value for the participating CDFI. In this case, the CDFI will partner with OH in workout scenarios to facilitate a new affordable housing partnership, if feasible. Otherwise, the covenant shall continue and shall remain in first position when the loan is repaid or discharged. If OH provides permanent financing for the project, the covenant will be amended and restated to comply with Rental Housing or Homeownership program policies as then in effect. However, the Director may release the covenant, wholly or in part, in connection with a sale of the property approved by the Director, if the property is not in housing use and the Director determines that development of low-income housing is infeasible and that the loan must be repaid.

### **3. JumpStart/PET Community-Based Organization Capacity and Grant Program**

The JumpStart/PET CBO Capacity and Grant Program (CGP) establishes a fund of up to \$2 million annually that will be administered by third-party intermediaries, which will provide technical assistance and capacity support for CBOs interested in developing affordable housing. This Grant Program will provide education, training, technical assistance, capacity building, access to working capital, connections to other developers and potential partners, and other services that will support CBOs to successfully develop affordable housing projects.

The JumpStart/PET CGP will offer two primary phases of technical assistance and funding to support CBOs interested in acquiring and developing affordable housing.

Phase I, Technical Assistance: Grants of up to \$250,000 for interested organizations.

Eligible costs in this grant program include:

- Project specific Pre-Development expenses
- Trainings (examples include: Development 101, Fair Housing, Operations Budgeting)
- Working capital
- Capacity building and technical assistance
- Approved consultants and partnership fees
- Administrative fee for intermediary (10% cap)
- Origination fee (1.5% cap)
- Other activities related to launching the acquisition and development of affordable housing

Phase II, Development: Organizations that enroll and participate in JumpStart/PET CGP will be eligible to apply for a JumpStart/PET loan, including up to \$500,000 additional Developer Fee to support organizational capacity tied to a specific awarded project. The additional Developer Fee is awarded at closing, after the permanent NOFA award, when construction of the project begins.

OH will report annually on the JumpStart/PET Program, including key metrics and data such as the number and amount of grants and loans distributed.

## **VII. Home Repair and Weatherization**

### **1. Home Repair Program Objectives and Priorities**

The Home Repair Program provides low-interest loans and grants to address immediate health and safety issues and structural deficiencies of homes occupied by low-income homeowners. Weatherization grants also may be provided to improve energy efficiency, reduce utility costs, convert homes from oil to electric heating and address indoor air quality issues for low-income owners. Except as otherwise required for particular fund sources, the following program policies apply to all funds administered by OH for home repair purposes, including funds from prior Levies, federal Community Development Block Grants (CDBG) funds, other local sources, and Program Income from loan repayments to be used for home repair loans and grants; and Housing Levy Homeownership Program funds to be used for home repair grants.

- Assist low-income homeowners to remain in their homes and communities, especially low-income seniors on fixed incomes and other homeowners at risk of displacement.
- Assist low-income homeowners make health and safety repairs, including repairs that will enable the homeowner to access free weatherization upgrades that reduce the owner's housing costs through utility cost savings.
- Prioritize repairs that are most urgent, including those that address immediate health and safety issues, and other urgent repair needs that will result in increased repair costs and unhealthy living conditions if left unaddressed.

### **2. Home Repair Loan Policies**

#### **A. Loan Amounts**

The maximum home repair loan is \$24,000. A homeowner may apply for additional loans provided that total outstanding loans for repair of any home generally may not exceed \$45,000. If a home has additional health and safety needs that cannot be addressed within this amount, the Director may allow up to \$55,000 in total outstanding loans for repair of any home.

#### **B. Homeowner Eligibility**

Homeowners with incomes up to 80% of Median Income may be eligible for assistance.

The home must be owner-occupied and must be the owner’s principal residence. The home may be a single-family home, duplex, triplex or fourplex, or an individual condominium unit, townhome or cooperative unit. Manufactured homes affixed permanently to a foundation may be eligible, as long as the homeowner owns the land as well as the home. Depending on structure type, some home repairs may not be eligible. If the home has a rental unit(s), funding may be used solely to pay for exterior measures and any work needed in the unit occupied by the homeowner.

### **C. Loan Terms**

Interest rates generally are set at 0%. Loans may be amortized or deferred depending on borrower income, debt, and ability to pay debt service to the City in addition to other obligations. If a loan will be used to create a City-approved accessory dwelling unit, loan terms will include income and rent restrictions for the rental unit.

### **D. Priority Uses of Funds**

Program funds may be provided for the following activities:

- Measures that address health, life and safety concerns and/or address the structural integrity of the home. OH staff will conduct a visual inspection of the home to identify needed repairs that are eligible for assistance under the Program. OH will prioritize urgent repairs that address immediate health and safety issues or prevent increased repair costs and unhealthy living conditions. Other health and safety repairs, including repairs that will enable the homeowner to access free weatherization upgrades that reduce the owner’s housing costs through utility cost savings, may also be included in the scope of work.
- Measures that improve or increase the habitable space in the home or in an accessory structure. OH may approve repairs and improvements for purposes of providing suitable living space for current or additional household members, or for generating rental income to support housing stability for Low-Income households. OH will set priorities for the scope of work, including features such as basement egress, on a case-by-case basis.

### **E. Funding Process**

OH will accept homeowners’ applications for home repair loans on a rolling basis. Applications must meet underwriting criteria established by OH including loan to value ratio, ability to make housing-related payments, and financial condition of the borrower. OH will also assess the

immediate health and safety impact of the needed repair and/or impact of improvements to the habitable space in the home or in an accessory structure

### **3. Home Repair Grant Policies**

#### **A. Grant Amounts**

OH may provide grants of up to \$20,000. A home may receive multiple home repair grants over time, but total lifetime grant amounts for repairs to any home cannot exceed \$20,000. There will be no minimum grant amount, but if the repair need is small, the homeowner will be encouraged to use other existing programs if available.

#### **B. Homeowner Eligibility**

Homeowners at or below 80% of Median Income may be eligible for assistance. In addition to income limits, OH will generally limit liquid assets to no greater than \$50,000.

The home must be owner-occupied and must be the owner's principal residence. The home may be a single-family home, duplex, triplex or fourplex, or an individual condominium unit, townhome or cooperative unit. Manufactured homes may be eligible, as long as the homeowner owns the home itself. Depending on structure type, some home repairs may not be eligible. If the home has a rental unit(s), grant funding may be used solely to pay for exterior repairs such as roof or siding, and repairs needed in the unit occupied by the homeowner.

#### **C. Recoverable Grants Terms**

Grant terms may require the homeowner to repay a portion or the entire grant at time of sale if the property is sold within three years of the date of the award and there are positive net proceeds from the sale.

#### **D. Eligible Uses of Grant Funding**

The program can be used to fund interior or exterior repairs to a home necessary to maintain or improve homeowner health and safety. The priority uses for the program will be:

- Emergency repairs that address an immediate threat to health and safety

- Repairs that cannot be funded by other available home repair programs, including repairs that enable the homeowner to access free weatherization grants

OH staff will conduct an inspection of the home and must approve the scope of work.

## **E. Application Process**

OH will accept applications for home repair grants on a rolling basis. OH will assess a homeowner's eligibility for a home repair loan prior to considering a grant award. A grant may be approved if the homeowner is ineligible for a home repair loan from OH or if the cost of essential repairs exceeds the amount OH determines that the homeowner is qualified to borrow. Homeowners will immediately be considered for a grant if (1) the cost of repairs is less than \$3,000 or (2) the repair need must be addressed immediately due to health or safety concerns.

## **4. HomeWise Weatherization Services**

The HomeWise program provides funding and project management services in support of residential energy efficiency upgrades, including converting homes from oil to electric heat. The program actively supports preservation of existing affordable housing and reduces costs for both income-qualified homeowners and affordable rental housing residents and owners.

Single-family homes and multi-family apartment buildings with income-qualified residents may receive weatherization services. Income limits vary by fund source, with most funds available for residences occupied by households with incomes at or below 60% of the state median income as published by the State of Washington based on data from the U.S. Department of Health and Human Services, or at or below 80% of Median Income as defined in Chapter XI, adjusted for household size. OH shall publish income limits in HomeWise application materials and on OH's website. HomeWise serves eligible oil and gas heated homes located in Seattle, and eligible electrically heated homes in Seattle and elsewhere in the Seattle City Light service territory.

Policies governing HomeWise weatherization services are specified in individual grant agreements between the City and the entity providing funds, including Seattle City Light and Washington State. OH receives multiple grants from the State Department of Commerce, which are subject to rules and regulations contained in the State's Weatherization Manual, including but not limited to income eligibility restrictions, project prioritization criteria, technical

certifications, and restrictions on permissible weatherization, health and safety, and repair measures.



## **VIII. Housing Development on Publicly Owned Sites**

Publicly owned sites provide an opportunity for affordable rental and ownership housing development, including affordable housing combined with other public facilities and amenities. When a suitable site that is owned by the City or another public agency has been designated for affordable housing development, OH may follow the policies in this Chapter to competitively select an affordable housing developer and award OH funding, in lieu of awarding funding from the Rental Housing or Homeownership program through an annual NOFA process.

### **1. Housing Development on Publicly Owned Sites Policy Objectives**

The objectives for these developments include:

- Utilize well-located publicly owned properties for affordable rental or ownership housing, particularly properties located near transit station areas and high-capacity transit service.
- Co-locate affordable housing, when feasible, with facilities that complement broader community development goals (including, but not limited to, affordable commercial space), and facilities necessary to meet residents' everyday needs such as community centers, childcare centers, health and human services, commercial or non-profit groceries, fresh/healthy food merchants, home goods, cultural anchors, and other desired community services.
- Achieve cost-savings for affordable housing development through favorable purchase terms, and efficient funding and disposition processes.
- Align housing funding processes with broader community development goals and local community needs. Coordinate with other City departments, when appropriate, to facilitate and coordinate different funding sources and requirements of mixed-use projects.
- Serve the priority populations described in Chapter II, Section 1 of these policies.
- Encourage partnerships and prioritize development proposals submitted by organizations led by and accountable to communities most impacted by displacement when available sites are located in neighborhoods with high displacement risk.

## **2. Housing Development on Publicly Owned Sites Funding Policies**

OH may award funding from the Rental Housing Program for a rental housing development, or the Homeownership Program for homeownership development, for a site specific development opportunity that utilizes publicly owned property. The following policies shall apply:

### **A. Competitive Process**

Funds shall be awarded through an open, competitive process such as a Request for Proposals (RFP). In addition, OH may utilize a Request for Interest (RFI) or Request for Qualifications (RFQ) process prior to an RFP to help generate interest in a property and/or define the field of interested or qualified applicants.

### **B. Funding Amounts**

OH may publish an “up to” funding amount that provides sufficient resources to achieve program goals for affordability and overall production, while encouraging competition based on cost effectiveness.

### **C. Coordination with Other Public Agencies**

When allocating City funds for development on a site owned by another public agency, OH will coordinate with partner agencies to release a joint RFP or coordinated RFPs that award site control and funding, incorporating City housing goals, policies and priorities into the selection process.

### **D. Evaluation Criteria**

Evaluation criteria shall be published in offering documents, and shall include factors such as conceptual soundness, financial feasibility, organizational capacity, and ability to advance affordability goals and meet program objectives. OH will prioritize projects proposed by local community-based, non-profit organizations that are culturally relevant and historically rooted, particularly when the project site is in an area that is at high risk of displacement. Additional consideration will be given to projects already receiving funding through the Equitable Development Initiative. OH may allow for consideration of other public benefits in addition to affordability as part of the evaluation process provided that OH funds are limited to eligible

housing uses, and promotion of such non-housing goals is not at the expense of achieving affordable housing goals for the project.

### **E. Review Panel**

Proposals shall be evaluated by a review panel that includes OH staff, and may also include other City staff, partner agency staff, and other technical advisors as deemed appropriate by the Director for the development site.

### **F. Decision-Making**

Funding decisions shall be made by the Director based on the strengths of each proposal in meeting the published goals, priorities and evaluation criteria specified in offering documents.

### **G. Applicable Funding Policies**

Rental Housing Program and Homeownership Program policies shall apply to funds awarded through a site-specific RFP process, except where those policies conflict with policies stated in this Section. General policies for capital funding in Chapter X apply under this Chapter.

### **H. Community Relations**

Winning applicants shall comply with the Community Relations Policy in Chapter X below, except that neighborhood notification shall begin upon award of OH funding, rather than prior to application for funding.

### **I. Pre-Development Funding**

OH may pay for Pre-Development expenses as defined in the Glossary.

## IX. Market Incentives and Land Use Reporting

On an annual basis, OH shall provide a report to City Council on affordable housing produced according to the City’s Market Incentives and Land Use (MILU) code requirements (e.g. Incentive Zoning and Mandatory Housing Affordability Program (MHA)). The report is due on June 30 and shall include the following information about activities during the prior calendar year:

- For projects with building permits issued the prior calendar year, the share of projects that selected on-site performance, off-site development, or payment
- Total dollar amount of:
  - payments committed
  - payments received
  - funding awarded for low-income housing production and preservation
- The total number of units by affordability level for performance projects and for low-income housing awarded payment funds
- The cumulative amount of MHA funds received compared to awarded to date

MILU funds are awarded for low-income housing according to the Housing Funding Policies for the Rental Housing Program and Homeownership Program, consistent with land use code and any other legal requirements applicable to the funds.

Per SMC 23.58C.040.B3, for purposes of determining low-income housing to be awarded MHA funds, the City considers the extent to which the housing would advance the following:

- a. Affirmatively furthering fair housing choice;
- b. Location within an urban center or urban village;
- c. Location in proximity to frequent bus service or current or planned light rail or streetcar stops;
- d. Furthering City policies to promote economic opportunity and community development and addressing the needs of communities vulnerable to displacement; and
- e. Location near developments that generate cash contributions.

For purposes of allocating MHA payment funds, OH shall prioritize low-income housing located within geographic areas where development has generated payment contributions, particularly when there is a significant imbalance between the amount of MHA payments received and OH capital investments made.

In addition, OH’s Annual MHA Report shall tally the cumulative amounts of MHA funds received compared to awarded to date by the following geographic groups:

- Belltown, Chinatown-ID, Commercial Core, Denny Triangle, Pioneer Square
- South Lake Union
- 12th Avenue, Capitol Hill, Eastlake, First Hill
- Lake City, Northgate
- Ravenna, Roosevelt, University District
- Queen Anne, Uptown
- Admiral, Morgan Junction, South Park, West Seattle Junction, Westwood-Highland Park
- Columbia City, Mount Baker, Beacon Hill, Othello, Rainier Beach
- 23<sup>rd</sup> & Union-Jackson, Madison-Miller
- Fremont, Green Lake, Wallingford
- Ballard, Crown Hill, Greenwood-Phinney Ridge
- Aurora-Licton Springs, Bitter Lake

## **X. General Policies for Capital Funding**

The following policies apply to all OH-funded affordable rental and homeownership projects except to the extent otherwise provided in these Policies, where otherwise required for use of a fund source, or where a more limited class of projects is identified below, but do not apply to projects involving only weatherization and home repair.

### **1. Development Siting Policy**

The Development Siting Policy is intended to promote development and preservation of housing for Seattle’s lowest-income and most vulnerable populations throughout the city, including in our most amenity-rich neighborhoods in terms of transit, schools, parks, retail and other services. The policy supports City efforts to affirmatively further fair housing for Extremely Low-Income people who have disabilities and other significant barriers to housing.

#### **A. General Policy**

OH generally will not provide funding for additional units of housing for Extremely Low-Income residents if a significant amount of such housing is located in the immediate area. OH will make an initial assessment to determine if, upon completion of the proposed development, housing units for Extremely Low-Income households would exceed 20 percent of total number of housing units in the Census Block Group, using the following data:

- The total number of housing units includes existing housing units and housing units for which permits have been issued according to the latest data available from the Department of Construction and Inspections (SDCI), housing units in the proposed project, any proposed new rental housing units funded by or otherwise known to OH but not yet captured in SDCI’s data;
- Housing units for Extremely Low-Income households are units in projects with capital subsidies from public agencies that are restricted to residents with incomes at or below 30% AMI, according to the latest data available from OH, which includes existing City-funded projects, and any proposed new units funded by or otherwise known to OH but not yet constructed or occupied, and non-City funded projects as reported periodically by county, state and federal agencies.

## **B. Alternative Conditions**

OH may consider additional factors when determining consistency with this policy to ensure that funding programs affirmatively further fair housing, including but not limited to:

- The housing will be located close to significant existing or planned services needed by residents, such as health care or other supports for people with disabilities.
- Housing units for Extremely Low-Income households located in the area are restricted, such as senior-only buildings, and are therefore not available to residents of the proposed development.
- Natural or manmade barriers (e.g. a bluff, waterway, or freeway) physically separate the proposed project from existing housing for Extremely Low-Income households.
- Significant market rate housing development is expected to occur soon, for example, due to nearby transit investment.
- A different geographic area, such as an area defined by distance from the proposed development, should be considered rather than the Census block group, given the physical characteristics of the area, land use and development patterns.

## **C. Siting Determination**

A project sponsor may request a determination under this policy (“Siting Determination”), which OH will provide in the order requested if more than one sponsor is seeking a siting determination in the same area. The request must specify a project location, a maximum number of rental housing units for Extremely Low-Income households and, if applicable, a minimum number of other proposed housing units. Requests should be made as soon as details on unit income and rent restrictions for the proposed project are reasonably solidified and the sponsor knows that they will apply to OH for funding. The Siting Determination shall be in effect for up to one year, during which time any request for a certification of the project’s compliance with these Policies and any application to OH for funding may rely on the determination, provided that the parameters of the proposed project remain reasonably consistent with the project description at the time of the determination, even if the number of housing units or other Extremely Low-Income units in the Census Block Group has changed. A sponsor may and should withdraw a Siting Determination prior to its expiration if they decide not to proceed with the project and/or not to request funding from OH.

This policy does not apply to proposed housing developments in the Yesler Terrace Redevelopment Area, or located within the Downtown, Uptown and South Lake Union Urban Centers. In addition, the policy does not apply to housing developments previously funded by

the City or to proposed replacement housing developments or other housing that must be developed in a designated geographic area to meet community benefit requirements of a Major Institutions Master Plan.

## **2. Community Relations**

The City of Seattle supports affordable housing production and preservation in neighborhoods throughout the city. Organizations seeking OH funding for a housing development must give neighbors and local community members opportunities to learn about the project and to provide input, and maintain communication during construction and operations. The policy applies to all rental housing projects and to homeownership developments with four or more for-sale homes. It applies to applications for permanent and bridge financing for new construction and acquisition/rehabilitation projects. Applications for projects that will renovate an existing building without a change in ownership must conduct only Neighborhood Notification.

### **A. Community Relations Policy Objectives**

- Promote open, ongoing communication between developers and neighbors. This requires cooperation by developers, the City, and neighborhood residents. A positive, open relationship between housing developers and neighbors can prevent misunderstandings, facilitate prompt resolution of any inadvertent misunderstandings, and provide a fair, thoughtful, dependable means of ironing out differences.
- Provide information about the proposed project including the design, permitting and construction schedule, opportunities to provide input and submit comments, and eligibility requirements and application process for those interested in renting or purchasing the affordable housing.
- Give neighbors and community members an opportunity to communicate any concerns about design, construction, operation and management of a project and to work collaboratively with housing developers and/or residents to identify ways to address those concerns.

The City supports affordable housing projects that will preserve and enhance the strengths of Seattle’s neighborhoods. Housing developers and neighbors should keep OH informed of any issues or concerns throughout the development and operation of the project. It is the policy of The City of Seattle that OH funding of affordable housing is not refused solely on the basis of concerns expressed by neighbors and other community members. The City supports and is committed to promoting diversity in Seattle neighborhoods. Consistent with local, state and



federal fair housing law, housing may not be excluded from a neighborhood based on characteristics of the persons who will live there.

## **B. Notification And Community Relations Requirements**

The steps outlined below describe minimum notification and community relations requirements. Project sponsors should tailor community relations efforts to best serve each individual project and neighborhood. OH may make exceptions to these requirements due to the unique circumstances of a proposed project (e.g., housing for victims of domestic violence with confidential location).

### **i. Consultation**

Prior to releasing purchase and sale agreement contingencies for site acquisition:

- Consultation with OH: OH will help identify developers of other affordable housing in the neighborhood(s) being considered and suggest organizations to contact, which will include both neighborhood-based organizations and other community groups who may be interested in the project.
- Contacts with other affordable housing owners. Housing owners in or near the neighborhood can provide information about a neighborhood’s historical and current housing- and development-related concerns.

### **ii. Neighborhood notification**

Prior to submitting a funding application:

- Neighborhood notification: Notify neighbors (including all residential and commercial property owners, and tenants as feasible) within at least 500 feet of the site using a written notice, letter or flyer (“notification letter”). Include basic information about the sponsor organization and proposed project (e.g., estimated schedule, contact person, and neighborhood organizations that have also been notified about the project). The neighborhood notification letter must be sent within one year before the application is submitted.

### **iii. Draft Community Relations Plan**

Included in the application for funding, a summary of completed activities and a plan for actions to be undertaken following a funding award:

- Documentation of completed notification: include a copy of the neighborhood notification letter and a list of recipients.
- Community outreach: Completed outreach and planned future activities for maintaining ongoing communication with immediate neighbors and community organizations throughout the project’s planning, design, construction, and operation phases.
- Inclusive community engagement: strategies for engaging historically underrepresented communities, including communities of color and communities for which English is a second language. This community engagement can be designed to meet affirmative marketing requirements in Section 4 below, particularly when a project is in an area at high risk of displacement.

#### **iv. Strategies for communications with neighbors and community organizations**

The community relations plan may include presentations at regularly scheduled neighborhood organization meetings, invitation to a meeting hosted by the housing developer, formation of an advisory committee, and/or regular project updates in neighborhood organization publications or posted at local libraries, community centers, etc.

Information the housing developer should provide at meetings includes the following, to the extent that it does not compromise the safety, confidentiality, or well-being of the residents:

- Project design and intended resident population, and planned supportive services for residents if applicable
- Estimated schedule for construction and completion
- Experience of the project team in developing and operating affordable housing
- Information about eligibility, affirmative marketing and how to apply for housing
- Opportunities to provide input on the project
- Mechanisms for ongoing communication once the housing is operational

#### **v. Communication during construction and after opening**

During development and, for rental housing developments, once the housing is operational, applicants must implement the Community Relations Plan and maintain communication with neighborhood organizations and neighboring residents and businesses. This may include updates on any changes to design or construction timing and invitations to any project open houses or other events. Rental housing owners should also keep OH apprised of any issues related to the building, promptly address emerging issues, and share stories of success during the operation of the building.

### **3. Relocation, Displacement, and Real Property Acquisition**

Development of affordable rental and homeownership housing, and acquisition of property for such development, should minimize displacement of households. Any temporary relocation or permanent displacement of households must comply with all applicable provisions of law and fund source requirements, including without limitation the following, as applicable: (a) Seattle Municipal Code 20.84– Relocation Assistance; (b) the City’s Just Cause Eviction Ordinance; and (c) for projects using federal funds, the federal Uniform Relocation Act (URA), Section 104(d) of the Housing and Community Development Act of 1974, the City’s Residential Anti-displacement and Relocation Assistance Plan (RARAP), and any other relocation regulations and handbooks applicable to the particular funding program. This policy does not apply to acquisition of owner-occupied or vacant homes by homebuyers using Homeownership Program assistance, unless required by applicable laws or regulations.

These policies, laws and regulations contain, among other requirements, different timelines under which households must be given various notices and provided financial assistance under certain circumstances. Consultation with OH staff prior to submission of applications for funding is required for any applicant whose project will involve acquisition, demolition, rehabilitation, or temporary or permanent relocation activities. In order to reduce the risk of impairing eligibility for funding, applicants should not take any action regarding these activities prior to consultation with OH staff. Applicants are responsible for assuring and documenting compliance.

### **4. Affirmative Marketing and Community Preference**

OH is committed to affirmatively furthering fair housing to address past discriminatory policies and practices, including government actions. Affirmatively furthering fair housing includes increasing affordable housing options, ending segregation and discrimination, and addressing displacement. Policies on Affirmative Marketing and Community Preference can advance that commitment.

Owners are required to affirmatively market affordable rental and homeownership housing, taking proactive steps to promote fair access and equal opportunity, so that individuals of similar economic levels in the same housing market area have a range of housing choices regardless of their race, familial status, disability, or other protected class status. Project sponsors must submit a draft Affirmative Marketing Plan following a funding award for a rental or homeownership development, and a final Affirmative Marketing Plan prior to leasing or sales. Funded organizations will be required to maintain records of their affirmative marketing

efforts. Owners may propose a community preference for a portion of the housing units to address displacement, in some cases, consistent with fair housing law. Housing owners with units with required tenant referral arrangements, including use of a coordinated entry system, will continue to receive referrals through the system approved by service funders.

The objectives of the affirmative marketing policy are:

- Promote robust, effective affirmative marketing to ensure fair access to affordable housing opportunities for diverse racial and ethnic communities and other protected classes, consistent with local, state and federal fair housing laws.
- Sustain and foster integrated, inclusive communities through effective outreach and advertising of affordable housing opportunities (including through use of language translation, as needed), and through preference policies that prioritize certain housing applicants in high risk of displacement areas when determined to be consistent with fair housing law.
- Encourage early engagement with local organizations in low-income communities of color that are at high risk of displacement to help address historical housing discrimination and prevent displacement of current residents.
- Increase opportunities for people experiencing homelessness (who are disproportionately people of color, people with disabilities, LGBTQ individuals, and others who face barriers to housing) through voluntary agreements with service providers for set-aside units and through affirmative marketing of non-set-aside housing units.
- Promote communication and referral relationships so that accessible units are available to people with physical disabilities and units with multiple bedrooms are available to families with children.

The objectives of community preference are:

- Affirmatively further fair housing choice across the city, including by sustaining and/or restoring inclusive communities, through preference policies that prioritize certain housing applicants in high risk of displacement areas when determined to be consistent with fair housing law.
- Help address displacement in high risk of displacement communities.

Applicants are encouraged to consult with OH early in project planning about community-based organizations and resources that may be part of an affirmative marketing effort. An Affirmative Marketing Plan must include the following:

1. Project location and populations needing targeted outreach. Analysis of the demographic make-up of the local area in comparison to citywide demographics. Determination of whether the proposed project location is in an area designated as high risk of displacement or an Equity Area. Identification of groups to receive targeted outreach to provide awareness and access to housing.
2. Outreach to community-based organizations. Description of completed and planned outreach to specific organizations. Description of efforts to seek input and, as appropriate, assistance with marketing, from organizations serving populations needing target outreach.
3. Lease up or sales procedures: Description of application process and how procedures provide fair access, including to populations identified for targeted outreach. Description of how demographic and other information will be used to assess the impact of affirmative marketing efforts. Projects located in areas identified as high risk of displacement may propose a community preference for a portion of the housing units, and provide data and analysis as required by OH’s published guideline, to be reviewed by OH and the Seattle Office for Civil Rights for consistency with fair housing requirements.
4. Advertising and marketing. Description of planned marketing such as working with community- based partner organizations, nearby schools and social services agencies; targeted advertising such as local and culturally specific media; marketing through local employers with low-wage workforce; materials distributed at local and culturally specific events and locations; translated materials.
5. Other strategies to address barriers and support applicants. May include training and other support to community partners assisting with marketing, assistance with completing applications, voluntary referral agreements with organizations serving disadvantaged groups, and flexible screening criteria.

## **5. Fair Contracting Practices, WMBE Utilization, and Section 3**

Sponsors must comply with the City’s Fair Contracting Practices Ordinance. Sponsors and their general contractors shall be encouraged to take actions, consistent with that ordinance, which would increase opportunities for women and minority business enterprises (WMBE). A combined WMBE aspirational goal of 14% of the total construction and other contracted services contracts shall apply for all affordable rental housing capital projects funded by OH. OH shall encourage additional efforts to increase WMBE participation including mentoring programs and participation in apprenticeship and other training opportunities.

In addition, projects that are awarded federal funds must comply with applicable regulations under Section 3 of the Housing and Urban Development Act of 1968, as amended, which is intended to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide opportunities to low-income persons. Borrowers and their contractors on projects covered under Section 3 regulations must develop a Section 3 plan stating numerical goals for contracting and hiring that meet federal targets as well as a description of the efforts they will make to achieve these goals. OH will provide connections to agencies serving Section 3 businesses and workers to assist in these efforts.

## XI. Definitions

In the Housing Levy Administrative & Financial Plan and Housing Funding Policies, the following terms, when capitalized, shall have the following meanings unless the context otherwise clearly suggests a different meaning:

“Affiliated Entity” of a person means any organization that, directly or indirectly, is controlling, controlled by, or under common control with, that person. In this definition, “organization” includes, without limitation, any type of legal entity and any partnership, joint venture, unincorporated association, or sole proprietorship; “person” includes any natural person or organization.

“Affordable Rent” for Low-Income tenant households means annual Rent not exceeding 30% of 80% of Median Income; Affordable Rent for tenants with income not exceeding 60% of Median Income means annual Rent not exceeding 30% of 60% of Median Income; Affordable Rent for Very Low-Income tenants means an annual Rent not exceeding 30% of 50% of Median Income; and Affordable Rent for Extremely Low- Income tenants means annual Rent not exceeding 30% of 30% of Median Income.

“Director” means the Director of the City of Seattle Office of Housing.

“Extremely Low-Income” means Income not exceeding 30% of Median Income.

“Finding” is defined in Chapter II, Section 1.L.ii.

“First Time Homebuyer” means:

- a) An individual or the individual's spouse who has had no ownership in a principal residence during the three-year period ending on the date of purchase of the property;
- b) A single parent who has only owned a home with a former spouse while married;
- c) An individual who is a displaced homemaker as defined in 24 C.F.R. Sec. 93.2 as it exists on July 23, 2023, or such subsequent date as may be provided by the Washington State Department of Commerce by rule, consistent with the purposes of this section, and has only owned a home with a spouse;
- d) An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; or
- e) An individual who has only owned a property that is determined by a licensed building inspector as being uninhabitable.

“Housing First” means a homeless assistance approach that prioritizes providing access to low or no barrier permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to other important health and life goals, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is central in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.

“Initial Purchase Price” is defined in Chapter IV, Section 2.D.ii.

“Low-Income” means household income not exceeding 80% of Median Income.

“Median Income” means annual median family income for the Seattle-Bellevue, WA HUD Metro FMR Area, as published from time to time by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 or successor program, with adjustments according to household size in a manner determined by the Director, which adjustments shall be based upon a method used by HUD, and which adjustments for purposes of determining affordability shall be based on the presumed size of household considered to correspond to the size of the housing unit: for rental housing, one (1) person for studio units and one and a half (1.5) persons per bedroom for other units; for ownership housing, as stated in Chapter IV, Section 2.D for Resale Restricted Homes.

“Permanent Supportive Housing” or “PSH” means permanent housing prioritized for households exiting long term homelessness or chronic homelessness who are living with serious physical and behavioral health conditions and generally require onsite services and healthcare, paired with long-term rental subsidy, to maintain housing stability. Some level of residential services are typically available 24/7, with more enhanced case management and clinical services onsite during business hours.

“Pre-Development” includes items such as feasibility studies, soil assessment, historical review, architectural/engineering assessment, demolition costs, other consultants, community engagement, and other costs as relevant. Pre-development also includes ongoing, short-term holding costs of owning a property before it is ready for development, such as property management fees, security, graffiti removal, lawn maintenance, and other costs as relevant. This includes holding costs for current and future OH-owned properties. Holding costs for externally-owned properties would be incorporated into a larger OH short- or long-term capital loan to the



developer, and therefore not funded through the Pre-Development program. Funding through the Pre-Development program may be in the form of a grant, a stand-alone loan, or incorporated into a larger OH package for project financing. If awarded costs are incorporated into a larger OH loan, the Pre-Development program would not be the source of funds.

“Program Income” means funds received by the City as payments on or with respect to a loan, or recovery from loan collateral, and may include interest and share of appreciation, as required under the terms of the loan.

“Rent” means all amounts charged to tenants for the use or occupancy of the housing unit (whether or not denominated as rent or constituting rent under state law), plus a utility allowance for heat, gas, electricity, water, sewer, and refuse collection to the extent such items are not paid by the owner.

“Resale Restricted Home” is defined in Chapter IV, Section 2.D.

“Site Acquisition” includes the acquisition of interests in land or in improvements to land, or both; option and earnest money payments under contracts for such acquisitions; repayment of fund sources initially used for acquisition; or transfer of OH funds to a City department or account in order to repurpose City property for low-income housing.

“Siting Determination” is defined in Chapter X, Section 1.C.

“Very Low-Income” means Income not exceeding 50% of Median Income.

“Yesler Terrace Cooperative Agreement” means Exhibit A to C.B. 117536 as approved by the City Council on September 4, 2012, as it may be amended.

“Yesler Terrace Redevelopment Area” is as defined in Exhibit A to C.B. 117536 as approved by the City Council on September 4, 2012.

“Yesler Terrace Relocation Plan” is as defined in Exhibit A to C.B. 117536 as approved by the City Council on September 4, 2012, as it may be amended.

“Yesler Terrace Replacement Housing” means one or more of the first 561 housing units constructed or rehabilitated in the Yesler Terrace Redevelopment Area that are restricted to occupancy solely by residents who must relocate due to demolition and construction or

households with incomes no higher than 30 percent of Median Income, and that satisfy the additional requirements of the Yesler Terrace Cooperative Agreement.

The Director may adopt further refinements or interpretations of the above definitions, consistent with the intent of the ordinance adopting these Policies.

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
OH/ City Council	Kelli Larsen/Traci Ratzliff	Nick Tucker

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to housing for low-income households; adopting the Housing Levy Administrative and Financial Plan for program years 2024-2026; adopting Housing Funding Policies for the 2023 Housing Levy and other fund sources; authorizing actions by the Director of Housing regarding past and future housing loans and contracts; creating two funds for Housing Levy revenues; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** The 2023 Housing Levy, approved by voters in November 2023, authorizes property tax levies for seven years, 2024 through 2030. The Office of Housing (OH) administers four Levy programs that produce and preserve rental housing, provide operating subsidy for rental housing, and assist low-income home buyers and homeowners. The Human Services Department (HSD) administers the levy program elements that provide assistance to prevent homelessness and help homeless individuals and families achieve stable housing.

Ordinance 126837, passed by City Council on June 13, 2023, placed the Levy on the November ballot and directed OH to prepare an Administrative and Financial Plan (A&F Plan) every two years beginning in 2024.

The A&F Plan contains an annual funding plan for the levy, use of program income and investment earnings, reporting requirements, and policies for each levy program. Investment earnings from the Rental Production funds will be used for the homelessness prevention program that assists households at imminent risk of homelessness. The A&F Plan is accompanied by the Housing Funding Policies (HFP), which are appended to the plan. The HFP applies to Levy funds and other housing funds administered by OH as specified for each program.

This legislation also creates two new funds in the City Treasury needed to receive and manage revenue from the 2023 Levy.

### **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  
Appropriations and revenues related to the 2023 Housing Levy have already been incorporated into the 2024 Adopted Budget.

#### 4. OTHER IMPLICATIONS

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

The A&F Plan incorporates policies that govern the Housing Levy Homelessness Prevention and Housing Stability Services program administered by HSD.

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

No

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

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

OH's funding programs address racial disparities in housing cost burden, homeownership rates, and homelessness. Demographic data of residents in OH funded rental and ownership housing continues to demonstrate the value of these investments in providing housing stability and mobility for communities of color who have been disproportionately impacted by declining housing affordability, displacement, homelessness, poverty, and the COVID-19 pandemic. This proposal enables the City to strategically utilize limited resources for unique opportunities to develop more housing for vulnerable populations and support long term stability.

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

See attached Racial Equity Toolkits.

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

The A&F Plan and Housing Funding Policies are technical policy documents whose primary audiences are Policymakers, providers, and City staff. No special language access plan is needed.

- d. **Climate Change Implications**

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

No

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

No

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

N/A. The preceding 2023 Low-Income Housing Levy Ordinance (126837) established the programs and goals.

## 5. CHECKLIST

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

## 6. ATTACHMENTS

### Summary Attachments:

Summary Attachment A – Racial Equity Toolkit – Geographic Distribution of OH Investments  
Summary Attachment B – Racial Equity Toolkit – Ground Floor Uses in Affordable Housing  
Summary Attachment C – Racial Equity Toolkit – Prevention, Stabilization, and Resident Services

# Racial Equity Toolkit – Geographic Distribution of OH Investments

## Office of Housing Administrative & Financial (A&F) Plan and Housing Funding Policies

<b>Title of policy, initiative, program, budget issue:</b> Geographic Distribution of OH Investments	
<b>Description:</b>	Council Resolution 32093 requested from the Office of Housing (OH) in its proposed Administrative & Financial Plan and Housing Funding Policies that: “Efforts will be made to encourage the geographic distribution of low-income housing developed with 2023 Housing Levy programs throughout Seattle, with a focus on areas with a high risk of displacement and underserved by previous affordable housing development.”
<b>Department:</b>	Office of Housing
<b>Contact:</b>	Nathan Antonio

<input checked="" type="checkbox"/> Policy	<input type="checkbox"/> Initiative	<input type="checkbox"/> Program	<input type="checkbox"/> Budget Issue
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### Step 1. Set Outcomes.

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

- Alignment with Affirmatively Furthering Fair Housing principles, which require the City to
  - determine who lacks access to opportunity and address any inequity among protected class groups;
  - promote integration and reduce segregation in housing; and
  - transform racially or ethnically concentrated areas of poverty into areas of opportunity
- Mitigate and prevent displacement of low-income and BIPOC households
- Increase housing choice and economic mobility for low-income and BIPOC households

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

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

### Step 2. Involve stakeholders. Analyze data.

2a. Are there impacts on geographic areas?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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Check all neighborhoods that apply:

<input checked="" type="checkbox"/> All Seattle neighborhoods	<input type="checkbox"/> Ballard	<input type="checkbox"/> Central
<input type="checkbox"/> Delridge	<input type="checkbox"/> East District	<input type="checkbox"/> Greater Duwamish

<input type="checkbox"/> North	<input type="checkbox"/> NE	<input type="checkbox"/> Lake Union
<input type="checkbox"/> Southeast	<input type="checkbox"/> Southwest	<input type="checkbox"/> King County (outside Seattle)
<input type="checkbox"/> Outside King County <u>Please describe:</u>		

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

While this policy/initiative may apply to any neighborhood where City-funded affordable housing is located, the Council Resolution calls for a specific focus on areas with a high risk of displacement and areas underserved by previous affordable housing development. Upon reviewing OPCD’s Displacement Risk Index and Racial & Social Equity Index maps, areas with a high risk of displacement tend to have larger populations of Black, Indigenous, and People of Color (BIPOC) households, while areas underserved by previous affordable housing development tend to have lower populations of BIPOC households.

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

On November 2, 2023, OH held a meeting with stakeholders, including representatives from community-based organizations, to gather feedback on geographic and community development priorities. OH will seek out additional opportunities, potentially in collaboration with other City departments, to have additional conversations with stakeholders and other community-based organizations. Feedback from engagement has helped inform OH’s updates to its Housing Funding Policies and Notice of Funding Availability (NOFA) priorities.

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

- Areas with a high risk of displacement tend to have larger populations of BIPOC households, higher concentrations of low-income households, and a greater number of publicly-subsidized affordable housing developments. Areas considered to have “high access to opportunity” tend to have smaller populations of BIPOC households, lower concentrations of low-income households, and a smaller number of publicly-subsidized affordable housing developments.
- According to OPCD’s Community Indicators Report (2020), there are disparities in outcomes for households between Race & Social Equity (RSE) priority areas (often correlated with high risk of displacement areas) and non-priority areas (often correlated with high access to opportunity areas). Some of these disparities include:
  - Health Outcomes: “Households in RSE priority areas face disproportionately high risks of exposure to air pollution.” (pg. 5)
  - Food & Cultural Relevance: “Households in RSE priority areas are as likely as those in the city as a whole to have a grocery store nearby that sells fresh fruits and vegetables, but gaps in access and cultural relevance remain.” (pg. 5)
  - Education & Economic Opportunity: “The Washington Schools Improvement Framework (WSIF), an index of school performance, shows large disparities among Seattle’s elementary schools by race/ethnicity, income, and neighborhood.” (pg. 6)
- OH stakeholders engaged on 11/2 emphasized the importance of recognizing and addressing past discrimination against BIPOC communities and the need to prioritize redressing the harm that has been done to those

communities through targeted investments and strategies that mitigate and prevent displacement while also providing access to socio-economic opportunity, as well as by creating opportunities to build generational wealth (namely through homeownership).

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

- Historically, city planning policies (including zoning), racially restrictive covenants, and financial institution practices (including redlining) have contributed to housing segregation across Seattle and other US cities. Two factors that have influenced ongoing segregation, and particularly a lack of affordable housing development in Seattle areas deemed “high access to opportunity”, are the high cost of land and exclusionary zoning that limits development capacity.
- Additionally, it can be difficult to site affordable housing in certain neighborhoods and specific sites due to community opposition. Communities with more access to resources (namely legal, financial, and political connections) have outsized influence on development and can impede or halt affordable housing development.

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

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

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

- OH’s proposed updates to its Housing Funding Policies and Notice of Funding Availability (NOFA) priorities will advance racial equity by identifying the factors that should be prioritized in funding decisions. Examples of factors that could be assessed include displacement risk, access to opportunity, presence (or absence) of City-funded affordable homes.
- Proposed updates to the Housing Funding Policies include the following priority for the Rental Housing Program: “Affirmatively further fair housing and advance the City’s equitable development goals, including by prioritizing investments in areas where residents have experienced and/or are at risk of displacement (particularly for communities that have been disproportionately negatively impacted by systemically racist practices such as redlining), that provide high access to opportunity, or that have not received significant public investment for affordable housing previously.”
- Subsequent work will need to be undertaken to determine the precise evaluation method and process OH employs in making funding decisions. This will likely involve an iterative process where OH attempts different evaluation metrics and assesses the potential impact of their application. It will be important to use processes that are at least initially experimental and non-binding in order to avoid potentially negative unintended consequences of the practical implementation of a theoretical framework.

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

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

- The already implemented neighborhood preference policy helps to address some current displacement. Current and growing OH investments in permanently affordable homeownership will also help to a limited extent to build wealth in some low-income BIPOC families that otherwise would not have had the opportunity. Successfully



targeted investments in affordable rental housing will provide options for residents who might otherwise have been displaced to stay in place and for those who have already been displaced to return. However, because the housing development process takes a long time, immediate impact will likely be minimal.

- Root causes outside of OH’s statutory responsibility have historically driven the inequitable geographic distribution of affordable housing projects. For example: redlining, exclusionary zoning, and the resulting economic and racial segregation of Seattle neighborhoods has generally made land in formerly redlined areas less expensive than other parts of the city. Current zoning and transit patterns continue these trends. Because of this disparity in land costs and other factors such as zoning, a greater number of affordable housing buildings (which are typically developed and owned by non-profit entities) in Seattle are located in historically redlined neighborhoods.
  - OH can primarily address these root causes by working with other governmental agencies at the local, state, and federal levels, and non-governmental institutions, including banks and other funders, to influence broader systems change.
  - In order to affirmatively further fair housing in Seattle, OH intends to address segregation and historical patterns of development by prioritizing investments in areas where residents have experienced and/or are at risk of displacement, areas that provide high access to opportunity, and areas that have not received significant public investment for affordable housing previously.
  - Permanently affordable homeownership opportunities allow for some degree of wealth building, and the expansion of those investments could possibly support some households to build greater generational wealth.
- OH staff will continue to collaborate with the department’s Change Team and senior leadership to regularly assess and improve OH’s funding policies and practices, including processes related to evaluating funding applications and making funding awards. One example of current and ongoing work is a review of OH’s evaluation process for Notice of Funding Availability (NOFA) applications. OH will continue to engage community members and stakeholders to inform policy formation and practice implementation, both to determine priorities and assess the effectiveness of interventions. This could come in the form of workshops and input sessions, as well as evaluation panels composed of partners and community member representatives.
- Through intentional use of stakeholder feedback loops in formal project cycles, OH will evaluate its investment performance according to the metrics and criteria it will establish based on the priorities created as a result of this process, report that performance internally and to stakeholders to take their feedback and proposed improvements, and then make appropriate modifications to policy and practice to drive improvement.

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

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

Over the next 1-2 years, OH will test new processes for evaluating funding applications according to identified geographic priorities in which OH will explore different evaluation methods and metrics to determine which combination is likely to result in the most effective and streamlined system. Diverse stakeholders have and will continue to be engaged in the process of designing, implementing, and evaluating. This effort and its intent will be communicated informally in the office and with stakeholders. If and when more stable and reliable evaluation methods are identified, OH will undertake more formal communication to other City partners, stakeholders, and community.

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

While OH’s proposed updates to its Housing Funding Policies and Notice of Funding Availability (NOFA) priorities will be OH’s most concrete strategy in the short-term, OH’s internal practices around evaluation of funding applications may have a greater impact on racial equity. Over the coming years, OH will assess the outcomes of these updated policies, priorities, and practices, and will continue to work with City partners, housing providers, and community-based organizations to advance our shared equitable community development goals.

**Step 6. Report back.**

Over the coming years, OH will report on the outcomes of the Housing Funding Policies updates discussed here and work with OH Change Team and OH senior leadership to ensure these outcomes align with the department’s and City’s racial equity goals.

## Racial Equity Toolkit – Ground Floor Uses in Affordable Housing

Office of Housing Administrative & Financial (A&F) Plan and Housing Funding Policies

<b>Title of policy, initiative, program, budget issue:</b>		Supporting Community Development Goals with Ground Floor Uses in Affordable Housing	
<b>Description:</b>	<p>Council Resolution 32093 requested that the Office of Housing (OH) “continue to work with community partners and affordable housing developers to explore how housing investments can complement broader community development goals including, but not limited to, affordable commercial space, and for uses necessary to meet residents’ everyday needs such as commercial or non-profit groceries, childcare, health services, fresh, healthy food merchants, home goods, cultural anchors, and other desired community services.</p> <p>OH is requested to work with the Office of Economic Development (OED), the Office of Planning and Community Development (OPCD), and Department of Early Learning and Education (DEEL) to facilitate and coordinate different funding sources and requirements of such mixed-use projects.”</p>		
<b>Department:</b>	Office of Housing	<b>Contact:</b>	Nathan Antonio

<input checked="" type="checkbox"/> <b>Policy</b>	<input type="checkbox"/> <b>Initiative</b>	<input type="checkbox"/> <b>Program</b>	<input type="checkbox"/> <b>Budget Issue</b>
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### Step 1. Set Outcomes.

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

Office of Housing (OH), along with Office of Economic Development (OED), and Office of Planning and Community Development (OPCD) identified a shared goal to “leverage city investments in mixed use affordable housing projects to maximize community benefit and create wealth building opportunities for small businesses and communities. Specifically, coordination of investments in affordable commercial, community, and cultural spaces to integrate projects into neighborhoods and further stabilize communities at risk of displacement.” (See OED’s response to Statement of Legislative Intent (SLI) OED-011-A-001, submitted November 28, 2022.)

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

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

### Step 2. Involve stakeholders. Analyze data.

**2a. Are there impacts on geographic areas?**

<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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Check all neighborhoods that apply:

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

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

While this policy/initiative may apply to any neighborhood where City-funded affordable housing is located, the shared racial equity goals call for a specific focus on communities at risk of displacement. Upon reviewing OPCD’s Displacement Risk Index and Racial & Social Equity Index maps, these geographic areas tend to have larger populations of Black, Indigenous, and People of Color (BIPOC) communities.

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

A great deal of community engagement has occurred over the past several years, conducted by OH, OED, and OPCD. In particular, OPCD has engaged community stakeholders through the Equitable Development Initiative, as well as other opportunities. OH and OED are also participating in the latter stakeholder engagement, and OH will use the feedback gathered at that engagement to inform future coordination with OPCD and OED on support and funding for mixed-use affordable housing buildings that complement broader equitable community development goals.

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

- BIPOC-owned businesses, nonprofits and cultural organizations, and other desired culturally-specific community services, face barriers due to the high cost of renting and improving commercial space in the traditional market and in affordable housing buildings.
- Lack of a transparent, predictable pathway/process for coordinating available funding across City agencies. Success has so far been the result of internal staff relationships, community advocacy and deep partnership with community-based organizations, and clear support from department leadership.
- Lack of capacity/skillset/experience by affordable housing providers to manage commercial spaces, including marketing vacant ground floor spaces (in existing buildings). This creates significant barriers for smaller, BIPOC-owned businesses, nonprofits and cultural organizations, and other desired culturally-specific community services, as any kind of technical assistance from the housing providers is likely non-existent.
  - Prospective commercial tenants need an alignment in mission with the housing provider, as well as understanding of potential unexpected impacts from residential portion of the building (e.g., flooding). These unexpected impacts can have an outsize negative impact on smaller BIPOC-owned businesses, nonprofits and cultural organizations, and other desired culturally-specific community services.

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

- Overall, the root causes creating the above inequities come down to a lack of access to resources (e.g, funding and technical assistance) and barriers that tend to exclude smaller BIPOC-owned businesses, nonprofits and cultural organizations. The lack of transparency/predictability around inter-departmental coordination on funding and support for mixed-use affordable housing buildings creates one of the biggest barriers.
- Barriers also exist within the financial and real-estate institutions, which exclude and exploit low-income and BIPOC communities’ business owners. Addressing these barriers and giving business owners from BIPOC and low-income communities an opportunity to get their foot in the door is complex and requires anti-racist interventions even beyond city support, funding, and technical assistance.

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

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

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

OH’s proposed updates to its Housing Funding Policies, along with continued staff coordination between OH, OPCD, and OED, can help make more transparent the City’s desire to support broader community development goals through City-funded affordable housing projects.

### **Step 4. Advance opportunity or minimize harm & Step 5. Evaluate. Raise racial awareness. Be accountable.**

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

**&**

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

As new affordable housing buildings receive funding, complete construction, and open their ground-floor spaces for leasing, OH will work with departmental partners to assess opportunities for BIPOC-owned businesses, nonprofits and cultural organizations, and other desired culturally-specific community services to be co-located in these buildings. OH and departmental partners will continue to take note of barriers that prevent these opportunities from occurring, or that make this kind of co-location more difficult. In cases where these kinds of uses do NOT end up being placed in ground-floor spaces, or where ground-floor spaces stay vacant, OH and partners will seek to understand and report on the circumstances or barriers that led to these outcomes, with the intent to address these barriers in future affordable housing developments.

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

While OH’s proposed updates to its Housing Funding Policies will be OH’s most concrete strategy in the short-term, we will continue to work closely with staff from other departments and community stakeholders to learn how OH funding policies and practices can best support broader community development goals around ground-floor uses in affordable housing buildings. We will continue to evaluate the outcomes of recent successful collaborations between OH, OED, and EDI to provide community-desired uses in affordable housing buildings and work with these partner departments to engage community stakeholders and understand the barriers that persist, as well as any unintended consequences. As

we better understand these barriers and potential unintended consequences, OH will review and consider revision of its internal and inter-departmental funding practices to mitigate both barriers and unintended consequences.

Additional questions that may be considered for future community engagement are outlined below.

- For existing business owners:
  - What challenges do you face running your business? Please describe your challenges in detail.
  - Are you aware of any resources available for small businesses? Have you ever used a resource? If yes, how did you learn about the resources available?
  - What type of resources would you like to be available?
- For tenants/community members:
  - What sort of stores do you shop at often? Are these stores available in your neighborhood?
  - Do you belong to any community or interest groups?
  - Are there any stores, shops, or restaurants you wish were closer to where you lived?
- For affordable housing providers:
  - How are commercial tenants recruited or selected?
  - What makes a commercial tenant successful in your buildings?
  - Do you face any challenges managing commercial tenants? What are some of the challenges?
  - What on-site uses do you think would be most beneficial for tenants? For staff?

## **Step 6. Report back.**

Over the coming years, OH will report on the outcomes of the Housing Funding Policies updates discussed here and work with OH Change Team and OH senior leadership to ensure these outcomes align with the department's and City's racial equity goals.

# Racial Equity Toolkit – Prevention, Stabilization, and Resident Services

Office of Housing Administrative & Financial (A&F) Plan and Housing Funding Policies

<b>Title of policy, initiative, program, budget issue:</b>	Housing Levy Prevention, Stabilization, and Resident Services		
<b>Description:</b>	Program design for Housing Levy Prevention, Stabilization, and Resident Services		
<b>Department:</b>	Office of Housing	<b>Contact:</b>	Kelli Larsen

<input checked="" type="checkbox"/> Policy	<input type="checkbox"/> Initiative	<input checked="" type="checkbox"/> Program	<input type="checkbox"/> Budget Issue
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## Step 1. Set Outcomes.

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

Black, Indigenous, and People of Color (BIPOC) residents have similar or equal housing stability, economic, health, and social outcomes as non-BIPOC residents and do not experience measures of distress out of line with those of non-BIPOC residents after the implementation of RS programs.

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

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

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

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

<b>Please describe:</b>	As these programs will disproportionately serve people of color and aim to improve their living situations, representatives of the communities to be served must be appropriately engaged to gather their input.
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## Step 2. Involve stakeholders. Analyze data.

**2a. Are there impacts on geographic areas?**

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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Check all neighborhoods that apply:

<input checked="" type="checkbox"/> All Seattle neighborhoods	<input type="checkbox"/> Ballard	<input type="checkbox"/> Central
<input type="checkbox"/> Delridge	<input type="checkbox"/> East District	<input type="checkbox"/> Greater Duwamish
<input type="checkbox"/> North	<input type="checkbox"/> NE	<input type="checkbox"/> Lake Union

<input type="checkbox"/> Southeast	<input type="checkbox"/> Southwest	<input type="checkbox"/> King County (outside Seattle)
<input type="checkbox"/> Outside King County Please describe:		

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

The impacted areas themselves encompass the entire city. However, the recipients of services will disproportionately be BIPOC since they are also overrepresented among those experiencing homelessness and housing instability, as well as among residents of affordable housing.

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

OH staff have worked with affordable housing providers, including staff working directly with residents, to learn about the services and programs they are offering, explore the needs of residents, and tailor funding and contract administration to match provider capacity at this point in the development and operation of their Resident Services programs.

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

OH housing data demonstrates that residents of affordable housing are disproportionately BIPOC. During program implementation, we intend to learn more about how programs may address and mitigate disparate impact for the residents they serve through resident surveys, more robust data collection and analysis, and other qualitative and quantitative exploration.

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

Systemic institutional discrimination in housing policy and markets, generational cycles of poverty and inability to build wealth. The potential for process bias in client selection, service provision, negative housing outcomes, and in how results are reported if not mitigated in advance.

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

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

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

Increased investments in Resident Services may improve housing outcomes and quality of life for residents, particularly for BIPOC communities who may face additional barriers to accessing employment, education, and mainstream benefits. Improving recruitment and retention of qualified staff can make hiring more viable and caseloads more manageable for affordable housing providers. Ultimately this benefits residents, who may be able to build more trusting and stable connections with service providers. Unintended consequences could occur if OH does not intentionally engage with the community to be served or if affordable housing providers do not equitably distribute services.



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

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

Program Strategies	Funding to support Case Management staff to support residents
Policy Strategies	Improve data collection and analysis to understand potential disparate impacts
Partnership Strategies	Connection with other community resources and OH investments to support housing stability

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

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

Annual reporting including various demographic indicators. Intentional progress on data collection requirements and reporting procedures to approach the ability to address outcomes and impacts. Results will be shared in regular public reports and with providers to inform program improvements.

**5b. What is unresolved?**

Ensure connection between Resident Services and Eviction Prevention and Homelessness Prevention programs and resources – to support families and individuals with extremely low incomes to remain stable in housing. Continue to work with providers to improve data collection and tracking capacity.

**Step 6. Report back.**

Over the coming years, OH will report on the outcomes of the Housing Funding Policies updates discussed here and work with OH Change Team and OH senior leadership to ensure these outcomes align with the department’s and City’s racial equity goals.



Legislation Text

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**File #:** CB 120800, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to current use taxation; approving an application for current use taxation of property located at 4613 South Lucile Street under the King County Public Benefit Rating System.

WHEREAS, the King County Department of Natural Resources and Parks has forwarded an application to the

City Council for classification under the King County Public Benefit Rating System (PBRs); and

WHEREAS, GROW, a non-profit corporation, has applied for PBRs rating for open space on property that they

own located at 4613 South Lucile Street (E23CT003S); and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, the Seattle City Council held a public hearing on the application on June 26, 2024; and

WHEREAS, the Seattle City Council concurs with the recommendations of the King County Department of

Natural Resources and Parks as contained in the report of the application attached to this ordinance; and

WHEREAS, the Metropolitan King County Council approved the application at its meeting on January 16,

2024; NOW, 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 enumerated in the attached report:

A. E22CT021S: Application of GROW for property located at 4613 South Lucile Street, for open space purposes, 0.21 acres as described in Attachment 1 to this ordinance, the King County Department of Natural Resources and Parks report on application E23CT003S.

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

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Scheereen Dedman, City Clerk

(Seal)

Attachment:

Attachment 1 - King County Department of Natural Resources and Parks report on application E23CT003S

**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)**

**April 8, 2024**

**APPLICANT: GROW, Inc.**

**File No. E23CT003S**

**A. GENERAL INFORMATION:**

1. Owner: GROW, Inc. (represented by Eric Todderudd)  
PO Box 19748  
Seattle, WA 98109
2. Property location: 4613 South Lucille Street  
Seattle, WA 98118
3. Zoning: NR3
4. STR: SE-22-24-04
5. PBRs categories requested by applicant:

NOTE: Parcel -0530 is currently participating in PBRs (File No. E97CT099S). The landowner has reapplied to improve participation status on this parcel as well as enroll parcel -0510. The new open space taxation agreement should supersede the existing agreement for this property's PBRs participation.

**Open space resource**

\*Public recreation area

**Bonus categories**

\*Unlimited public access

\*Conservation easement or historic easement

\*Easement and 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 heard this application on November 29, 2023.

**EXHIBIT 1**

6. Parcel:	333150-0510	333150-0530
Total acreage:	0.07	0.14
Requested PBRS:	0.07	0.14
Home site/excluded area:	0.00	0.00
<b>Recommended PBRS:</b>	<b>0.07</b>	<b>0.14</b>

NOTE: The attached map (2021 aerial photo) outlines in yellow the parcel boundaries. The entire property (0.21 acres) is recommended for enrollment in PBRS. 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 p-patch garden (known as the Hillman City P-Patch), and includes raised garden beds, walking paths 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 South Lucille Street.
5. Appraised value for 2022 (based on Assessor’s information dated 11/9/2023):

<u>Parcel #333150-0510</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	<b>\$151,000</b>	\$0	\$151,000
Tax applied	<b>\$1,225</b>	\$0	\$1,225
 <u>Parcel #333150-0530</u>	 <u>Land</u>	 <u>Improvements</u>	 <u>Total</u>
Assessed value	<b>\$345,000*</b>	\$0	\$345,000
Tax applied	<b>\$2,802</b>	\$0	\$2,802

NOTE: \*This value is presently impacted by the land’s participation in the PBRS program, which is reflected in the land’s current and lower taxable value of \$172,500 (tax applied \$1,401). 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 citizens.

It is the intent of this chapter to implement RCW Chapter 84.34, as amended, by establishing procedures, rules and fees for the consideration of applications for public benefit rating system assessed valuation on "open space land" and for current use assessment on "farm and agricultural land" and "timber land" as those lands are defined in RCW 84.34.020. The provisions of RCW chapter 84.34, and the regulations adopted thereunder shall govern the matters not expressly covered in this chapter.

### **KCC 20.36.100 Public benefit rating system for open space land – definitions and eligibility.**

- A. To be eligible for open space classification under the public benefit rating system, property must contain one or more qualifying open space resources and have at least five points as determined under this section. The department will review each application and recommend award of credit for current use of property that is the subject of the application. In making such recommendation, the department will utilize the point system described in section B. and C. below.
- B. 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. Rural stewardship land – five points
  14. Scenic resource, viewpoint, or view corridor – five points
  15. Significant plant or ecological site – five points
  16. Significant wildlife or salmonid habitat – five points
  17. Special animal site – three points
  18. Surface water quality buffer – five points, eight or ten total points
  19. Urban open space – five points
  20. Watershed protection area – five points

- C. 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. 2020 COMPREHENSIVE PLAN POLICIES AND TEXT:**

**E-101** In addition to its regulatory authority, King County should use incentives to protect and restore the natural environment whenever practicable. Incentives shall be monitored and periodically reviewed to determine their effectiveness in terms of protecting 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.

**E-112a** The protection of lands where development would pose hazards to health, property, important ecological functions or environmental quality shall be achieved through acquisition, enhancement, incentive programs and appropriate regulations. The following critical areas are particularly susceptible and shall be protected in King County:

- a. Floodways of 100-year floodplains;
- b. Slopes with a grade of 40% or more or landslide hazards that cannot be mitigated;
- c. Wetlands and their protective buffers;
- d. Aquatic areas, including streams, lakes, marine shorelines and their protective buffers;
- e. Channel migration hazard areas;
- f. Critical Aquifer Recharge Areas;
- g. Fish and Wildlife Habitat Conservation Areas; and
- h. Volcanic hazard areas.

**E-421** Terrestrial and aquatic habitats should be conserved and enhanced to protect and improve conditions for fish and wildlife.



NOTE: PBRS is an incentive program provided to encourage voluntary protection of open space resources and maintain high quality resource lands.

**E-429** King County should provide incentives for private landowners who are seeking to remove invasive plants and noxious weeds and replace them with native plants, such as providing technical assistance or access to appropriate native plants.

NOTE: Participation in PBRS requires landowners address invasive plant and noxious weed control and removal within enrolled portions of a property. Replacement with native vegetation is also encouraged via the implementation of approved forest stewardship, rural stewardship or resource restoration plans.

**E-443** King County should promote voluntary wildlife habitat enhancement projects by private individuals and businesses through educational, active stewardship, and incentive programs.

**E-476** 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-504** King County should protect native plant communities by encouraging management and control of nonnative invasive plants, including aquatic plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.

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-449** King County shall promote retention of forest cover and significant trees using a mix of regulations, incentives, and technical assistance.

**R-605** Forestry and agriculture best management practices are encouraged because of their multiple benefits, including natural resource preservation and protection.

NOTE: The implementation of an approved forest stewardship, farm management or rural stewardship plan benefits natural resources, such as wildlife habitat, stream buffers and groundwater protection, as well as fosters the preservation of sustainable resources.

## E. PBRS CATEGORIES REQUESTED and DEPARTMENT RECOMMENDATIONS:

### Open space resource

- Public recreation area

The property is used as a community p-patch and individual gardeners are assigned beds in the p-patch. 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. King County approved award of this category.

### Bonus categories

- Unlimited public access

The property is used as a community p-patch 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. King County approved award of this category.

- Conservation easement or historic easement

The landowner worked with the City of Seattle in 2006 to establish a conservation easement (recording #20060929002922) for the property, which protects valuable recreational resources, in particular the p-patch use, in perpetuity. Credit for this category is recommended. King County approved award of this category.

- Easement and access

The property qualifies for an open space resource category (public recreation area), provides unlimited public access and has a conservation easement in place (recording #20060929002922). Credit for this category is recommended. King County approved award of this category.

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 categories**

Unlimited public access	5
Conservation easement or historic easement	18
Easement and access	35

**TOTAL 63 points**

**PUBLIC BENEFIT RATING**

For the purpose of taxation, 63 points result in 10% of market value and a 90% 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 63 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  
Yolanda Ho, Legislative Analyst, Seattle City Council, Central Staff  
Elenore Bonyeau, King County Department of Assessments



2021 Aerial Photo

S LUCILE ST

46TH AVE S

47TH AVE S

3331500530

3331500510



## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
LEG	Yolanda Ho	N/A

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to current use taxation; approving an application for current use taxation of properties located at 4613 South Lucile Street under the King County Public Benefit Rating System.

**Summary and Background of the Legislation:** This bill would approve an application for current use taxation under the Public Benefit Rating System (PBRs) administered by the King County Department of Natural Resources and Parks (DNRP), pursuant to RCW 84.34. The application is from the community gardening non-profit GROW, Inc., which owns the property and dedicates it for use as the Hillman City P-Patch through the City's P-Patch program. The application is:

- A. E23CT003S: Application of GROW, Inc. for property located at 4613 South Lucile Street, for open space purposes, 0.21 acres.

### 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

### 4. OTHER IMPLICATIONS

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

No departments would be impacted by this legislation.

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

This bill would effectuate the property tax reduction already approved by the King County Council for the property located at 4613 S Lucile St.



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

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

The bill would marginally shift the tax burden from this property to all other properties in Seattle. The effect on any particular property would be minimal. Reducing the property tax burden for the Hillman City P-Patch would help to maintain this property as publicly-accessible open space over the long-term in a neighborhood that has a higher share of BIPOC residents than the citywide average.

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

Not applicable.

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

King County administers the PBRs and any Language Access Plan would be undertaken by the County.

**d. Climate Change Implications**

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

No anticipated impacts to carbon emissions.

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

The property is being used for a P-Patch garden, which provides space for residents to grow food to support their households and communities, allowing those households to be more resilient. The PBRs is a County program that incentivizes property owners to maintain their property as open spaces long-term, particularly in rural and forested areas, helping to increase Washington's resiliency.

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

Not applicable.

**5. CHECKLIST**

Please click the appropriate box if any of these questions apply to this legislation.

- Is a public hearing required? Yes.**

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

**6. ATTACHMENTS**

**List Summary Attachments (if any):**

None.



Legislation Text

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**File #: CB 120802, Version: 1**

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to the City Light Department; authorizing the execution of a two-year agreement with the Port of Seattle for the construction of system improvements associated with Terminal 46 and the Pier 66 Shore Power Project and negotiation and execution of an operations agreement.

WHEREAS, the primary metered service connections and construction of system improvements associated with Terminal 46 and the Pier 66 Shore Power Project (“the Project”) are part of the Port’s long-term planning goals for carbon and air emissions reduction; and

WHEREAS, the Project will include the provision of electrical power via submersible cable running from Terminal 46 to Pier 66, which will allow cruise vessels to plug into the local electrical grid and turn off their auxiliary diesel engines while at berth, resulting in an overall reduction in air pollutant and greenhouse gas (GHG) emissions; and

WHEREAS, shore power at Pier 66 is estimated to reduce annual emissions by 54 metric tons of oxides of nitrogen (NOx), 1 metric ton of diesel particulate matter (DMP), and 2,700 metric tons of GHG; and

WHEREAS, the 2020 Northwest Ports Clean Air Strategy includes an objective to install shore power at all major cruise berths by 2030; and

WHEREAS, the Project helps establish electrification of medium- and heavy-duty commercial fleets and maritime vessels and facilities, grid modernization, integrated planning, strategic technologies, and clean energy objectives as described in Seattle City Light’s Transportation Electrification Strategic Investment Plan and 2023-2028 Strategic Plan Update; NOW, THEREFORE,

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

Section 1. The CEO and General Manager for the City Light Department is authorized for and on behalf of The City of Seattle to execute and deliver a two-year agreement with the Port of Seattle for the construction of the Project in the form of a Memorandum of Agreement (MOA) attached to this ordinance as Attachment A (the “Agreement”) with such changes as the CEO and General Manager may deem appropriate and are consistent with this ordinance.

Section 2. The CEO and General Manager for the City Light Department is authorized for and on behalf of The City of Seattle to negotiate and execute a separate Operations Agreement between the Port of Seattle and Seattle City Light detailing the responsibilities for operations, routine inspection, and maintenance of the submarine cable that is owned by the Port of Seattle for a period of up to 30 years.

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

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

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

(Seal)

**Attachments:**

Attachment 1 - Memorandum of Agreement # \_\_\_\_\_ between the City of Seattle Department Seattle City Light and Port of Seattle for Primary Metered Service Connections and Construction of System Improvements Associated with Terminal 46 and the Pier 66 Shore Power Project

MEMORANDUM OF AGREEMENT # \_\_\_\_\_  
BETWEEN  
THE CITY OF SEATTLE DEPARTMENT  
SEATTLE CITY LIGHT  
AND  
PORT OF SEATTLE  
FOR  
PRIMARY METERED SERVICE CONNECTIONS AND CONSTRUCTION OF SYSTEM IMPROVEMENTS  
ASSOCIATED WITH TERMINAL 46 AND THE PIER 66 SHORE POWER PROJECT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) DATED \_\_\_\_\_, 2024 is made by and between the City of Seattle (“City”), a municipal corporation of the State of Washington, by and through Seattle City Light (“City Light” or “SCL”) department and the Port of Seattle (“the Port”), a municipal corporation of the State of Washington, and hereinafter referred to collectively as “Parties” or individually as “Party.”

**RECITALS**

1. The Primary Metered Service Connections And Construction Of System Improvements Associated With Terminal 46 and the Pier 66 Shore Power Project is part of the Port’s long-term planning goals for carbon and air emissions reduction, including the Port’s Century Agenda, introduced in 2012, which outlines sustainability goals and objectives intended to guide the Port investments and operations for the next 25 years, and the 2020 Northwest Ports Clean Air Strategy which includes an objective to install shore power at all major cruise berths by 2030. The Project will accomplish these goals by providing standalone shore power for cruise vessels moored at PIER 66, located in Elliott Bay on the Seattle waterfront, allowing equipped ships to connect to 93% clean electricity from City Light rather than relying on fossil fuel sources. As a result, shore power can nearly eliminate emissions from ships at berth while connected. Once fully operational, the shore power connection at PIER 66 is estimated to reduce annual emissions by: 54 metric tons of oxides of nitrogen (NOx), 1 metric ton of diesel particulate matter (DMP), and 2,700 metric tons of greenhouse gas (GHG).

2. Providing shore power at PIER 66 allows shore power capable cruise vessels to plug into the local electrical grid and turn off their auxiliary diesel engines while at berth, resulting in an overall reduction in air pollutant and greenhouse gas emissions. As one of the most thoroughly demonstrated and robust methods for reducing at-berth emissions from cruise ships, shore power is a key strategy to meet the Port’s Century Agenda goal of being the greenest and most energy-efficient port in North America and to advance the region as a leading tourism destination and business gateway.

3. The Project will also help establish electrification of medium and heavy duty commercial fleets and maritime vessels and facilities, grid modernization, integrated planning, strategic technologies, and clean energy objectives as described in Seattle City Light’s Transportation Electrification Strategic Investment Plan and 2022-2026 Strategic Plan.

4. The Port is the SEPA Lead Agency for the Project and completed an Environmental Checklist in May 2021 and issued a SEPA Determination of Non-Significance on July 2, 2021.

NOW, THEREFORE, pursuant to the above recitals and in consideration of the terms, conditions, performances, and duties described herein, Parties through this Agreement, it is hereby agreed as follows:

## AGREEMENT

### 1. General.

#### 1.1. Definitions.

**1.1.1.** "Business Days" means Monday through Friday, inclusive, except for official City of Seattle, Port of Seattle, and State holidays.

**1.1.2.** "City Standards" means all City of Seattle laws, rules, regulations and standards and all applicable federal and state laws, rules, regulations and standards, including but not limited to the following, except as otherwise provided in this Agreement:

- The Seattle Municipal Code;
- The City of Seattle Standard Specifications for Road, Bridge and Municipal Construction;
- The City of Seattle Standard Plans for Municipal Construction;
- SDOT, SCL, SDCI, and SPU Director's Rules, including the City of Seattle Right of Way Improvements Manual, 2005-2023, and any revisions to the Manual;
- SCL Material Standards; and
- SCL Construction Guidelines.

**1.1.3.** "Environmental Law(s)" means any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction), now or hereafter in effect including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Clean Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

**1.1.4.** "Hazardous Substance(s)" means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any federal, state or local law, regulation or ordinance relating to environmental protection, contamination or cleanup including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) or the Washington Model Toxics Control Act (Chs. 70.105D RCW and 82.21 RCW), petroleum

products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Law. See also “Environmental Law(s).”

**1.1.5.** “Internal Use Only” means a designation place on certain City Light documents which if released for public information could compromise the security of the power system.

**1.1.6.** “Joint” refers to an arrangement by City Light and the Port for multiple segments of work as described in Section 1.4 Scope of Agreement and Exhibit 3 where both Parties share responsibilities.

**1.1.7.** “MTCA” means the Washington Model Toxics Control Act (Chs. 70.105D RCW and 82.21 RCW). See also “Environmental Law(s).”

**1.1.8.** “Project” means the Primary Metered Service Connections And Construction Of System Improvements Associated With Terminal 46 and the Pier 66 Shore Power Project, as generally described in Section 1.3, and the scope for which is set forth in Section 1.4 and Exhibit 3.

**1.1.9.** “Remediation” means the same as Remedy or Remedial Action defined in MTCA, which includes any action or expenditure consistent with the purposes of MTCA to identify, eliminate, or minimize any threat or potential threat posed by Hazardous Substances to human health or the environment including any investigative and monitoring activities with respect to any release or threatened release of a Hazardous Substance and any assessments to determine the risk or potential risk to human health or the environment. See also “Environmental Law(s).”

**1.1.10.** “SCL Facilities” means the electrical facilities impacted by, or constructed as part of, the PROJECT that are owned or will be owned by SCL.

**1.1.11.** “SDCI” means the City of Seattle Department of Construction and Inspections.

**1.1.12.** “SDOT” means the City of Seattle Department of Transportation.

**1.1.13.** “Service Agreement” means Seattle City Light’s Standard General Service Application and Contract.

**1.1.14.** “Work” means the construction and inspection work that is necessary to complete the Project. Work will be performed in accordance with this Agreement.

## **1.2. Term of Agreement.**

The term of this Agreement shall be for a period of two (2) years from the date of execution and may be renewed upon mutual agreement in writing unless this Agreement is terminated pursuant to Section 4.

## **1.3. Project Overview.**

The Project is located in Elliott Bay on the Seattle waterfront. The Port is proposing to provide shore power (i.e., cold ironing) to serve shore power capable cruise vessels at the Pier 66/Bell Street Cruise Terminal (Pier 66). The Project will involve installing a shore power system with a submarine cable that will connect the PIER 66 facility to a new power feeder extension at Terminal 46. The new power feeder extension will connect to the City Light electrical power grid. Project components include:



1. Installing upland electric cables, ductbanks, meter and switchgear infrastructure, and vaults to connect the submarine cable to an existing City Light electrical power vault at Terminal 46, subject to City Light review and approval.
2. Installing upland electrical cables, ductbanks, and vault to an existing City Light vault north of South King Street and continuing to the north terminal property line. This new infrastructure is for service to the Washington State Ferries (WSF) Colman Dock Terminal Electrification project, subject to City Light review and approval.
3. Upland grading to install the cables and electric utility infrastructure at Terminal 46.
4. Installing an approximately 6,110-foot-long, 26 kilovolt (kV) submarine cable from the north end of Terminal 46 to the south end of the Pier 66 pier structure, subject to City Light review and approval.
5. Installing protective submarine cable features including a rigid conduit at the Terminal 46 slope and articulated mats across the Terminal 46 and Pier 66 berth areas
6. Installing electric utility infrastructure and shore power equipment/system on the Pier 66 pier and routing the cable under the pier to two cruise vessel shore power connection or plug-in locations, subject to City Light review and approval.

#### **1.4. Scope of this Agreement.**

Exhibit 3 sets forth scope and cost responsibilities between the Port and City Light by nodes and segments of Work. This Agreement sets forth the roles and responsibilities of the Port and City Light with respect to the Project's design, permitting, environmental review, tribal agreements, construction, testing and commissioning, operations, maintenance, and lifecycle replacement of civil and electrical infrastructure for this project. City Light is responsible for specific tasks identified as City Light's responsibility in Section 1.9, Section 1.10 and Exhibit 3. Other than work specifically identified to be performed by City Light in this Agreement, the Port is responsible for the remaining portions of the Project as described in Section 1.9, Section 1.10 and Exhibit 3 of this Agreement.

#### **1.5. Scope Exceptions.**

Section 1.4 or Exhibit 3 set forth the scope and responsibilities of the Work. Any task or responsibility not listed in Section 1.4, Section 1.10, or Exhibit 3 is outside of the scope of this Agreement.

#### **1.6. Budgeted Scope of Work.**

Costs for scopes of work are defined in Exhibit 1.

#### **1.7. Time of Completion and Schedule.**

The Work will be performed in accordance with the anticipated schedule in **Exhibit 2**. This Agreement will remain in effect per **1.2 Term of Agreement** or until completion of all Work, whichever is greater.

#### **1.8. Project Managers**

Administration of this agreement shall be provided by the designated Project Managers for each of the Parties as follows below, which may be updated by notice pursuant to **Section 6.9 Change in Contact Person**.

<b>City Light Project Manager</b>	<b>Port Project Manager</b>
Phil M. Ambrose Senior Project Manager Seattle City Light	Mark Longridge Capital Project Manager Port of Seattle

700 Fifth Avenue, Suite 3300  
Seattle, Washington 98104-5031  
Phone: (206) 684-4654

2711 Alaskan Way  
Seattle, WA 98121  
Phone: 9206) 310-6591

The City Light Project Manager is designated by City Light to act as the City's coordinator and primary representative in matters arising during the course of construction as set forth in this Agreement. The Port Project Manager is designated by the Port to act as the Port's coordinator and primary representative in matters arising during the course of construction as set forth in this Agreement.

### **1.9. General Responsibilities of the Parties.**

**1.9.1** The Project Managers identified in **Section 1.8 Project Managers** shall coordinate with each other as needed with respect to communications with external entities including local, state, and federal agencies, community organizations, industry, media, and other external audiences.

**1.9.2** The Parties agree to proactively coordinate communication activities involving external audiences. Coordination may include identifying opportunities for joint public statements. To facilitate coordination, the Parties will identify points of contact for engagement and communications at each agency.

**1.9.3** The Parties shall manage risk and conduct construction in a manner that maximizes cumulative public benefits and minimizes cumulative public costs. In performing its obligations under this Agreement, each Party shall comply with Environmental Laws applicable to its specific tasks.

**1.9.4** The Port will apply for permits required by Environmental Laws and enter into tribal agreements as necessary to facilitate such permitting for the Project. The Port is the SEPA Lead Agency. The Port confirms that environmental review of the proposed PROJECT is complete as of the effective date of this Agreement.

**1.9.5** Each PARTY shall provide the funding and resources necessary to fulfill the responsibility of that PARTY as established in this Agreement.

**1.9.6** The PARTIES agree to work cooperatively with each other and make reasonable, good faith efforts to timely and expeditiously complete the PROJECT, as provided in this Agreement, including, but not limited to development of preliminary engineering, final design, major equipment and materials procurement, and construction.

**1.9.7** The PARTIES agree that the PROJECT will not be complete until all the elements in **Exhibit 3** are completed. The PARTIES agree that the current scope identified for certain elements of the PROJECT are reflected in **Exhibit 3**. Future mutual agreement in writing and signed by both PARTIES will be required in order to alter the scope outlined in **Exhibit 3**. The Parties shall provide each other with quarterly updates regarding the **Project** budget to ensure timely negotiation of scope issues.

### **1.10. Responsibilities of the Parties Specific to the Submarine Cable from Terminal 46 to Pier 66**

**1.10.1** The PORT will install and own a submarine cable from Terminal 46 to Pier 66 as an integral part of the Project for the PORT's exclusive use.

**1.10.2** The PORT agrees that all costs associated with design, installation, operations, permitting, environmental review, tribal agreements, maintenance, repair, and/or lifecycle replacement of the Submarine Cable are the PORT's cost responsibility in full.

**1.10.3** The Port's use of the Salish Sea for the Submarine Cable is subject to coordination with local Tribes, including the Suquamish, Muckleshoot, and others, and coordination with local Tribes is fully the Port's responsibility.

**1.10.4** A separate Operations Agreement will be developed between the Parties that details specific responsibilities for operations, routine inspection, and maintenance of the Submarine Cable.

**1.11. Designated Representatives.**

The Designated Representatives for each Party are as follows:

<b>Seattle City Light</b>	<b>Port of Seattle</b>
Tamara Jenkins Project Delivery Director Seattle City Light 700 Fifth Avenue, Suite 3400 Seattle, Washington 98104-5031 Phone: (206) 684-4654	Tin Nguyen Director, Waterfront Project Management Port of Seattle 2711 Alaskan Way Seattle, WA 98121 Phone: (206) 787-4887

The Designated Representatives of this Agreement may delegate authority and responsibilities as required by providing written notice of such delegation to the other Party. Designated Representatives may be updated by notice pursuant to **Section 6.9 Change in Contact Person.**

**1.12. Construction Organization and Management.**

Both Parties have staff and consultant resources and desire to work collaboratively to use these resources efficiently and cost effectively to avoid unnecessary duplicative effort.

The Parties will strive to perform their responsibilities in a timely manner, to avoid delays and minimize impacts on contractors and third parties. The Parties will give prompt notice of any delay and potential impact known to them. Any dispute between the Parties about responsibilities for delays and cost overruns arising under this Agreement will be resolved as provided in **Section 5 Disputes.**

**1.13. Standard for Completion of Work.**

Each Party will perform the Work under this Agreement in a workman-like manner and in compliance with applicable construction and electrical standards, codes, and regulations.

**1.14. Ownership of Facilities.**

**1.14.1** City Light will own, operate, and maintain the power facilities constructed under this Agreement up to City Light's distribution system point of termination (up to and including metering equipment). Current carrying components from the distribution system to the City Light designated service point(s) are owned, operated, and maintained by City Light. The Electric Fuel Supply Facilities

(defined in 1.15 below) and the submarine cable are and shall at all times remain, the exclusive property of the Port.

**1.14.3** The Parties recognize that City Light will require access to Port property to own, operate, and maintain portions of the power facilities constructed under this agreement. Short and long-term easements for access to power facilities will be executed via separate agreements.

**1.15. Ownership of PORT’s Facilities, Environmental Incentives and Credits.**

For this Project and under this Agreement, the CITY hereby acknowledges and agrees that neither this Agreement, nor any terms or conditions set forth herein, shall be deemed to prohibit, or in any way limit, the PORT’s eligibility to participate in the Washington Clean Fuels Program under Chapter 70A.535 RCW, as now or hereafter amended, or in any other federal, state, or municipal law, regulation, program, grant, or incentive now or hereinafter available that aims to curb or reduce greenhouse gas emissions, increase the generation or production of low-carbon energy, or mitigate the causes or effects of climate change.

For this Project and under this Agreement, for purposes of the Washington Clean Fuels Program, and any Electric Fuel Supply Facilities installed or constructed pursuant to the Project, the CITY hereby acknowledges and agrees that, as between the PARTIES, the PORT shall be deemed the exclusive “fuel reporting entity” and “credit generator” for purposes of all applicable regulations. The CITY hereby acknowledges and agrees that all electric fuel supply equipment and related infrastructure and facilities (collectively, along with [the Submarine Cable and] any “electric fuel supply equipment” as such term is defined in WAC 173-424-110(80), the “**Electric Fuel Supply Facilities**”) installed or constructed on Terminal 46, Pier 66, or any other property of the Port under this Project and Agreement, are, and shall at all times remain, the exclusive property of the Port. This Section 1.15 shall apply only for the purposes of the Project as defined herein and should not be presumed to be applicable to other Washington Clean Fuels Program credit generating arrangements involving the Port and SCL.

To the fullest extent permitted by law, the CITY hereby irrevocably waives any ownership, lien, security or other interest (including any lien that might otherwise be implied by law) that the CITY may have in any such Electric Fuel Supply Facilities under this Project and Agreement, or in any profits, income, environmental attributes, grants, benefits, incentives, or credits derived therefrom (collectively, along with any “Credits” as such term is defined in WAC 173-424-110(43), “**Credits**”), including any right of distraint. If requested by the PORT, the CITY shall enter into an amendment to this Agreement so as to permit the PORT to be eligible for any Credits, so long as such amendment does not materially increase another Party’s obligations under this Agreement. The CITY agrees to perform such further acts and execute such further documents as may be necessary or appropriate to preserve the PORT’s eligibility for, and rights, title and interest in and to, any Credits, and to carry out the intents and purposes of this Section 1.15.

Without limiting the generality of the foregoing, the CITY shall, upon the PORT’s request, provide the PORT, and/or the PORT’s designee, with such reasonable access to any information reasonably requested by the PORT with respect to the Project, including, without limitation, information regarding the carbon intensity (as such is defined in WAC 173-424-110(31)) of the electric power supplied by the Project, as well as general metering or energy consumption data, and shall execute and deliver to the PORT such acknowledgments or other documents as may reasonably be requested by the PORT or any utility or governmental entity in connection with the generation, ownership, sale, or transfer of Credits by the PORT.

## **2. Payment.**

The PARTIES are responsible for payment as set forth in **Exhibit 1**. The PARTIES shall not be obligated to reimburse any expenditure in excess of the maximum amount stated, unless the PARTIES have agreed to such additional reimbursements and the Agreement has been amended to describe the additional work in excess of the budgeted scope of work. The initiating PARTY shall promptly notify the other PARTY in writing as soon as it is known when the maximum funding obligation will be reached and shall also specify in writing its position regarding any remaining work which it believes was contained within the budgeted scope of work. Should its estimated costs exceed the amount authorized, the PARTY performing the work shall promptly notify the other PARTY in writing and shall specify in writing its position regarding why the estimated cost will be or has been exceeded.

The PARTIES shall negotiate the total authorized amount. Reimbursement will not be made for activities that are not covered. The PARTIES will establish a budget contingency for the estimated cost of the work.

### **2.1. Reimbursement.**

The Parties have established budget contingencies for the estimated cost of the Work which are included in the estimated total costs. City Light will manage the Work in the same manner it manages other work on its equipment. Any reports, pay records, or other management tools will be made available to the Port for review upon request. The Port will reimburse City Light for services delivered and work performed under this Agreement. City Light will reimburse the Port for services delivered and work performed under this Agreement. Cost estimates are subject to change and the Parties will provide each other with prompt notice of changes in scope of work, changing conditions or unanticipated work which may impact Project costs.

Within thirty (30) calendar days after the billed Party's receipt of any complete and accurate invoice, the billing Party will remit the reimbursement. The Parties will work cooperatively to resolve issues related to the accuracy of these invoices so as to avoid any delay in payment. Any invoiced expenditure unsupported by appropriate documentation will be identified in writing to the receiving Party and payment for such will not be included in the reimbursement; provided, however, that the presence of unsupported items within an invoice will not delay payment of those items which are supported by appropriate documentation.

Any dispute regarding invoices must be resolved as provided in **Section 5** of this Agreement.

## **3. Administration.**

### **3.1. Monitoring and Reporting of Progress.**

The Parties are committed to working cooperatively and efficiently and will closely monitor the time required to complete work products consistent with the scope of work and budget for the Work. Each Party will provide clear, accurate, and detailed progress reports as necessary. The Parties will further refine progress reporting, accounting and program management systems, as they agree, in order to ensure useful and descriptive information that complements the Port's Project Control system. City Light and the Port will provide active, ongoing oversight to ensure that Project funds are expended efficiently.

### **3.2. Reconciliation.**

Both Parties shall monitor and reconcile the actual versus estimated effort on a quarterly basis. Parties will negotiate additional funding or a reduction in services relating to the Work to the extent that such

work cannot be performed within the estimate of compensation and expense reimbursement due for the services delivered and work performed.

### **3.3. Availability of Records.**

All records in support of all costs incurred and actual expenditures kept by the Parties will be maintained in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable Federal funding agencies. The records will be open to inspection by the other Party and the Federal government during normal business hours and will be retained and made available for such inspection for a period of not less than six (6) years from the final payment under this Agreement. Copies of said records should be furnished to the other Party and/or the Federal government upon request. This requirement will be included in all third-party contracts related to the Work entered into by either Party to fulfill the terms of this Agreement.

### **3.4. Public Records Requests.**

The Port and City Light are subject to Washington State's Public Records Act, RCW Chapter 42.56 and other disclosure laws. In response to a public records request, either Party may release documents and records related to this Agreement in accordance with applicable Law. The responding Party may assert exemptions from disclosure which it believes are authorized by statute. While it is not a legal obligation, the responding Party, as a courtesy, will notify the nonresponding Party of the receipt of any such request and provide the nonresponding Party up to ten (10) business days to obtain and serve the responding Party with a court injunction to prevent the responding Party from releasing the records. If the nonresponding Party fails to obtain a Court Order and serve the responding Party within ten days, the responding Party may release the documents. The Parties acknowledge that the responding Party will have no liability to the nonresponding Party if the records responsive to the request are disclosed in accordance with applicable law.

### **3.5. Audit.**

If any audit is requested by either Party or required by any applicable federal agency requirements, the Parties agree to cooperate with any such audit and provide documentation as is reasonably requested in support of all costs.

## **4. Termination of Agreement.**

### **4.1. Termination for Default or Convenience.**

If for any cause, either Party does not fulfill in a timely and proper manner its obligations under this Agreement or Amendment, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the violation or failure within thirty (30) business days of receipt of the written notice. If the failure or violation is not corrected, this Agreement or Amendment may be terminated in whole or in part immediately by issuance of a written Notice of Termination, subject to the terms of this Agreement. In the event of termination by default, the defaulting Party will be obligated to compensate the other Party for contract closeout costs and the portion of work that has been satisfactorily rendered to the effective date of the termination.

Either party may terminate this Agreement upon sixty (60) business days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be responsible for payment of deliverables properly invoiced and accepted prior to the effective date of termination.

#### **4.2. Duties of Parties upon Termination.**

A termination by either Party will not extinguish or release either Party from liability, claims or obligations to third parties existing as of the time of termination including (1) unasserted claims or liabilities based on acts or omissions occurring prior to the termination of this Agreement and (2) contractor claims and costs incurred by the Party in the execution of work. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement. The Parties agree to work together cooperatively to develop a coordinated plan for termination including the determination of reasonable contract closeout costs.

#### **4.3. Procedures upon Termination.**

All work in progress at the time of termination will be completed to the extent necessary to restore the usefulness of Seattle City Light infrastructure affected by the Work in accordance with the City Standards, including any necessary Amendments. At the Port's request all designs, construction documents, and other work product developed under this Agreement, except Seattle City Light Internal Use Only documents, will be packaged and delivered to the Port. Such closeout work and non-cancelable obligations will be invoiced and paid in accordance with the provisions of **Section 2** of the Agreement. After proper notice of termination, all of the provisions of this Agreement will remain in force as necessary and until no longer necessary to support the completion of Work that was open and uncompleted or any non-cancelable obligation at the time this Agreement was terminated. The Port and City Light agree to apply the following procedures subsequent to either Party initiating termination:

- A. The Parties to this Agreement will seek to resolve the status of each cost component of the work at the initiation of termination.
- B. The Parties will seek consensus on the action to be taken on each component.
- C. The Parties will mutually agree to arrange for the assignment and assumption of obligations of third-party contracts for the performance of work under this Agreement and Amendments.
- D. The Parties will agree upon a cost estimate for terminating any third-party contracts that have been executed under this Agreement.
- E. If the Parties cannot agree, they will submit the matter to the Dispute Resolution process set forth in **Section 5** below.

### **5. Disputes.**

#### **5.1. Dispute Resolution.**

The Port and City Light will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements between the Parties will be resolved promptly and at the lowest level of hierarchy as follows:

- A. The Parties will endeavor to resolve disputes at the lowest level possible, starting with the project management level. The Parties will involve such members of each Party's field and management staff as will support prompt resolution. If a resolution cannot be agreed to within 30 business days, either Party can move the dispute to the next level.
- B. If the matter cannot be resolved at the project management level, the Parties' respective Designated Representatives will meet to resolve the dispute. If the Designated Representative cannot resolve the matter within 90 business days, either Party make take this dispute to a court of law as specified in Section 6.2.
- C. The Parties agree that neither they, nor any contractor obligated by this provision, may seek relief in a court of law until each of these procedural steps above are exhausted.

Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under these Dispute Resolution provisions. The Parties agree that cooperation and

communication are essential to resolving issues efficiently. At all times prior to resolution of the dispute, the Parties shall continue to perform under this Agreement in the same manner and under the same terms as existed prior to the dispute.

## **6. Legal Resolution.**

### **6.1. Indemnity.**

To the maximum extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to negligent acts or omissions of the indemnifying Party in the performance of its obligations as set out in this Agreement. No Party is required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence or willful misconduct of the Party seeking indemnification. If such injury to persons or damages to property are caused by the concurrent negligence of the Parties, each Party will be responsible to the extent of that Party's negligence. Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents.

For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party will assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the event that any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses will be recoverable by the prevailing Party. This indemnification will survive the expiration or earlier termination of this Agreement.

### **6.2. Governing Law and Venue.**

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings must be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

### **6.3. Insurance Provisions of Contracts.**

**6.3.1.** The Port will procure and maintain, or cause its contractors and subcontractor(s) to procure and maintain minimum insurance coverage and limits appropriate (such as but not limited to: Liability, Auto, Workers Compensation, USL&H, E&O A&E, Pollution, Builders Risk, Hull P&I) for a project of this scope. By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risk that may be applicable to the Port or its contractors under this agreement. The Port and its contractor(s) and subcontractor(s) should assess their own risks; and if they deem appropriate and/or prudent, maintain or require greater limits and/or broader coverage. The City shall have the right to receive coverage up to any insurance limits maintained by the Port, its contractors and subcontractors that exceed the minimum required limits set by the Port.



**6.3.2.** Any deductible and/or self-insured retention of any policies shall not limit or apply to the City or the Port and shall be the sole responsibility of the Port's contractor(s). Upon request, and within ten (10) business days, the Port shall provide the City with certificates of insurance and endorsements certifying the coverage.

**6.3.3.** The City will procure and maintain, or cause its contractors and subcontractor(s) to procure and maintain minimum insurance coverage and limits appropriate (such as but not limited to: Liability, Auto, Workers Compensation, USL&H, E&O A&E, Pollution, Builders Risk, Hull P&I) for a project of this scope. By requiring such minimum insurance, the Port shall not be deemed or construed to have assessed the risk that may be applicable to the City or its contractors under this agreement. The City and its contractor(s) and subcontractor(s) should assess their own risks; and if they deem appropriate and/or prudent, maintain or require greater limits and/or broader coverage. The Port shall have the right to receive coverage up to any insurance limits maintained by the City, its contractors and subcontractors that exceed the minimum required limits set by the City.

**6.3.4.** Any deductible and/or self-insured retention of any policies shall not limit or apply to the City or the Port and shall be the sole responsibility of the City's contractor(s). Upon request, and within ten (10) business days, the City shall provide the Port with certificates of insurance and endorsements certifying the coverage.

**6.3.5.** The City acknowledges that the Port maintains a program of self-insurance for all of its liability risk and exposures, including but not limited to the activities contemplated under this agreement. The Port will, upon written request from the City, provide the City with commercially acceptable evidence of such self-insurance coverage (such as a certificate of self-insurance) in fulfillment of the liability insurance requirements pertaining to the Port's design and construction activities described in this agreement.

**6.3.6.** The Port acknowledges that the City maintains a program of self-insurance for all of its liability risk and exposures, including but not limited to the activities contemplated under this agreement. The City will, upon written request from the Port, provide the Port with commercially acceptable evidence of such self-insurance coverage (such as a certificate of self-insurance) in fulfillment of the liability insurance requirements pertaining to the City's activities described in this agreement.

#### **6.4. Allocation of Risk.**

For work performed by City Light or its third-party contractors, repair of damage to the City's equipment/infrastructure or the Port's equipment/infrastructure is the responsibility of the City Light.

For work performed by the Port or its third-party contractors, repair of damage to the City's equipment/infrastructure is the responsibility of the Port.

#### **6.5. No Agency or Employee Relationship.**

No joint employee venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party will be deemed, or represent themselves to be, employees of any other Party. In performing work and services pursuant to this Agreement, the City, its employees, consultants, agents, and representatives will be acting as agents of the City and will not be deemed or construed to be employees or agents of the Port in any manner whatsoever. The City will not hold itself out as, nor claim to be, an officer or employee of the Port and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Port. The City will be

solely responsible for any claims for wages or compensation by the City's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and will defend, indemnify and hold the Port harmless therefrom. In performing work and services pursuant to this Agreement, the Port, its employees, consultants, agents, and representatives will be acting as agents of the Port and will not be deemed or construed to be employees or agents of the City in any manner whatsoever. The Port will not hold itself out as, nor claim to be, an officer or employee of the City and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Port will be solely responsible for any claims for wages or compensation by the Port's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and will defend, indemnify and hold the City harmless therefrom.

**6.6. Notices.**

All notices or requests required or permitted under this Agreement must be in writing, must be personally delivered or sent by certified mail, return receipt requested, postage prepaid, with a copy by email and will be deemed to have been duly given if in writing and either delivered personally or by certified mail, to the Project Managers and Designated Representative of the other Party as named in this Agreement.

**6.7. Interpretation.**

This Agreement and any subsequent Amendments issued hereunder are the result of mutual negotiations between the Parties and any ambiguity herein is not to be construed against any Party but will be construed according to the fair intent of the language and interpreted in accordance with the laws of the State of Washington.

**6.8. Compliance with Existing Laws.**

Each Party will comply, and to the best of its ability will ensure that its employees, agents, consultants, contractors and representatives comply, with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed. The work performed by the City and the Port under this Agreement must comply with all applicable public works and procurement laws and regulations.

**6.9. Change in Contact Person.**

A Party may change the contact person or address to which such communications are to be directed by giving written notice to the other Party in the manner provided in this Agreement.

**6.10. Binding on Successors.**

All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

**6.11. No Waivers.**

No act or failure to act on the part of either Party with respect to the exercise or enforcement of any provision of this Agreement will be deemed to be a waiver on the part of either Party of any provision of this Agreement. No waiver of one provision by either Party will act as a waiver of any other provision or as a subsequent waiver of the same provision. No waiver is effective against either Party except an express waiver in writing.

**6.12. No Third-Party Rights.**

Nothing in this Agreement, whether express or implied, is intended to (1) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their

respective successors and permitted assigns; (2) relieve or discharge the obligation or liability of any third-party to a Party to this Agreement; nor (3) give any third parties any right of subrogation or action over against the other Party to this Agreement.

**6.13. Assignment.**

Neither Party may assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

**6.14. Severability.**

If any of the terms and conditions of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby will remain in full force and effect. The Parties agree to negotiate in good faith to reform this Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

**6.15. Entire Agreement; Modification.**

This Agreement, together with exhibits, and Amendments, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

**6.16. Captions.**

The captions to this Agreement are for convenience and will not add to or limit the substance of its provisions.

**7. Exhibits.**

All exhibits named in this Agreement are hereby incorporated by reference and made a part hereof. The terms of this Agreement will control in the event of a conflict between an exhibit and the terms of this Agreement. This agreement is supported with the following Exhibits:

**Exhibit 1: Project Budget**

**Exhibit 2: Schedule (Placeholder)**

**Exhibit 3: Project Area, Project Segments, and Responsibility Matrices**

**Exhibit 4: References**

**8. Signatures.**

The Parties have executed this Agreement as of the day and year first above written.

Port of Seattle Port of Seattle  <hr/> Stephen P. Metruck Executive Director	City of Seattle Seattle City Light  <hr/> Dawn Lindell Interim General Manager and Chief Executive Officer
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**Exhibit 1: Project Budget**

The Port’s total authorization for this project is \$44,000,000, to include soft costs not shown below.

	<b>Total Cost</b>	<b>Port Share *</b>	<b>City Light Share</b>
Major Works Construction Contract (Orion Marine Construction)	\$ 20,755,000.00	\$ 18,122,755.00	\$ 2,632,245.00
Port Pre-Purchases Authorization (submarine cable, electrical equipment)	\$ 6,865,000.00	\$ 6,865,000.00	\$ -
City Light Service Costs (billable to Port)	\$ 1,816,079.61	\$ 1,816,079.61	\$ -
City Light Ductbank Easement (billable to City Light)	\$ 110,000.00	\$ -	\$ 110,000.00
Port Reimbursement for City Light Design Services (billable to Port)	\$ 100,000.00	\$ 100,000.00	\$ -
Port Project Contingency (10%)	\$ 2,076,000.00	\$ 2,076,000.00	\$ -
City Light Contingency (20%)	\$ 526,449.00	\$ -	\$ 526,449.00
WA State Sales Tax	\$ 3,325,600.00	\$ 2,998,675.00	\$ 326,925.00
	<b>\$ 35,574,128.61</b>	<b>\$ 31,978,509.61</b>	<b>\$ 3,595,619.00</b>

\*Port Share totals are limited to construction and reimbursement totals and do not include Port only costs such as design costs, permitting, project management and other soft costs

**Exhibit 2: Schedule**

Milestones Schedule (Actuals / Projected)

<b>Milestone</b>	<b>Date</b>
Project Start	Dec 10, 2019
Pre-Purchases Authorization (submarine cable, electrical equipment)	Dec 14, 2021
Port Commission Construction Authorization	Jan 10, 2023
Port Major Works Contract Award	May 16, 2023
Port Major Works Contractor Notice-to-Proceed (NTP) / Mobilize	Aug 29, 2023
T46 E-W Service Ductbank (Civil) Complete	Nov 2, 2023
<i>Submarine Cable Termination at T46 and P66</i>	<i>Mar 31, 2024</i>
<i>T46 N Extension Ductbank (Civil) Complete</i>	<i>May 15, 2024</i>
<i>T46 N/S Ductbank (Civil) Complete</i>	<i>May 15, 2024</i>
<i>In-Service Date</i>	<i>Jul 30, 2024</i>
<i>Port MW Construction Closeout</i>	<i>Sep 30, 2024</i>
<i>Port / SCL Costs Reconciled</i>	<i>Dec 31, 2024</i>

**Exhibit 3: Project Area, Project Segments, and Responsibility Matrices**



- Node A: Port’s Existing South Substation
- Segment 1: City Light system extension located underground along the eastern edge of Terminal 46, extending from the existing South Substation to the northern edge of Terminal 46.
  - Segment 1A: City Light system extension located underground along the eastern edge of T46, extending from the existing South Substation to the Tri-Vault Area.
  - Segment 1B: City Light system extension and tie located underground along the eastern edge of Terminal 46, extending from the Tri-Vault Area to a stub in vicinity of the northern property line of Port Parcel 7666207695.
- Node B: Tri-Vault Area
- Segment 2: Terminal 46 duct route, extending underground to the west from Node B along the north edge of Terminal 46 to the existing bulkhead.
- Node C: Terminal 46 Splice Vault and Bulkhead
- Segment 3: Submarine cable, extending underwater from Terminal 46 to PIER 66.
- Node D: Pier 66 Bulkhead and Meter
- Segment 4: PIER 66 shore power connection.

**Civil & Structural Design** (including Design Support during Construction Phase) and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Civil Design Resp. "Who Designs"	Civil Design Cost "Who Pays"	Agreement(s) Approach
<b>A</b>	T46 S Sub (ex.)	SCL	100% Port	MOA
<b>1A</b>	T46 N/S Service	SCL	100% Port	MOA
<b>1B</b>	T46 N Extension	SCL	100% SCL	MOA
<b>B</b>	Tri-Vault Area	SCL	100% Port	MOA
<b>2</b>	T46 E-W Service	Port	100% Port	MOA
<b>C</b>	T46 Splice Vault & Bulkhead	Port	100% Port	MOA
<b>3</b>	Sub Cable	Port	100% Port	MOA
<b>D</b>	PIER 66 Bulkhead and Meter	Port	100% Port	MOA
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Electrical Design** (including Design Support during Construction Phase) and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Electrical Design Resp. "Who Designs"	Electrical Design Cost "Who Pays"	Agreement(s) Approach
<b>A</b>	T46 S Sub (ex.)	SCL	100% Port	Service Agreement
<b>1A</b>	T46 N/S Service	SCL	100% Port	Service Agreement
<b>1B</b>	T46 N Extension	SCL	100% SCL	N/A (non-billable to Port)
<b>B</b>	Tri-Vault Area	SCL	100% Port	Service Agreement
<b>2</b>	T46 E-W Service	SCL	100% Port	Service Agreement
<b>C</b>	T46 Splice Vault & Bulkhead	Joint	100% Port	Service Agreement
<b>3</b>	Sub Cable	Port	100% Port	Service Agreement
<b>D</b>	PIER 66 Bulkhead and Meter	Port	100% Port	Service Agreement
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Civil & Structural Construction** and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Civil / Structural Construction Resp. "Who Builds"	Civil / Structural Construction Resp. "Who Pays"	Agreement(s) Approach
<b>A</b>	T46 S Sub (ex.)	Port	75% Port 25% SCL	MOA
<b>1A</b>	T46 N/S Service	Port	75% Port 25% SCL	MOA
<b>1B</b>	T46 N Extension	Port	100% SCL	MOA

#	Node / Segment	Civil / Structural Construction Resp. "Who Builds"	Civil / Structural Construction Resp. "Who Pays"	Agreement(s) Approach
<b>B</b>	Tri-Vault Area	Port	75% Port 25% SCL	MOA
<b>2</b>	T46 E-W Service	Port	100% Port	MOA
<b>C</b>	T46 Splice Vault & Bulkhead	Port	100% Port	MOA
<b>3</b>	Sub Cable	Port	100% Port	MOA
<b>D</b>	PIER 66 Bulkhead and Meter	Port	100% Port	MOA
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Electrical Equipment Procurement** and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Electrical Procurement Resp. "Who Procures"	Electrical Procurement Cost Resp. "Who Pays"	Agreement(s) Approach
<b>A</b>	T46 S Sub (ex.)	SCL	100% Port	Service Agreement
<b>1A</b>	T46 N/S Service	SCL	100% Port	Service Agreement
<b>1B</b>	T46 N Extension	SCL	100% SCL	N/A (non-billable to Port)
<b>B</b>	Tri-Vault Area	SCL	100% Port	Service Agreement
<b>2</b>	T46 E-W Service	SCL	100% Port	Service Agreement
<b>C</b>	T46 Splice Vault & Bulkhead	<b>Joint</b>	100% Port	Service Agreement
<b>3</b>	Sub Cable	Port	100% Port	MOA
<b>D</b>	PIER 66 Bulkhead and Meter	<b>Joint</b>	100% Port	Service Agreement
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Electrical Construction** (includes ER and CI) and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Electrical Construction Resp. "Who Builds"	Electrical Construction Cost Resp. "Who Pays"	Agreement(s) Approach
<b>A</b>	T46 S Sub (ex.)	SCL	100% Port	Service Agreement
<b>1A</b>	T46 N/S Service	SCL	100% Port	Service Agreement
<b>1B</b>	T46 N Extension	SCL	100% SCL	N/A (non-billable to Port)
<b>B</b>	Tri-Vault Area	SCL	100% Port	Service Agreement
<b>2</b>	T46 E-W Service	SCL	100% Port	Service Agreement
<b>C</b>	T46 Splice Vault & Bulkhead	Joint	100% Port	Service Agreement
<b>3</b>	Sub Cable	Port	100% Port	MOA



#	Node / Segment	Electrical Construction Resp. "Who Builds"	Electrical Construction Cost Resp. "Who Pays"	Agreement(s) Approach
<b>D</b>	PIER 66 Bulkhead and Meter	Joint	100% Port	Service Agreement
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Construction Management (with exception of Electrical Reviewer) Cost Responsibilities by Segment and Agreement Approach**

#	Segment	CM Responsibility "Who conducts CM"	CM Costs Resp. "Who Pays"	Agreement(s) Approach
<b>A</b>	T46 S Sub (ex.)	Joint	100% Port	MOA
<b>1A</b>	T46 N/S Service	Joint	100% Port	MOA
<b>1B</b>	T46 N Extension	Joint	100% SCL	MOA
<b>B</b>	Tri-Vault Area	Joint	100% Port	MOA
<b>2</b>	T46 E-W Service	Joint	100% Port	MOA
<b>C</b>	T46 Splice Vault & Bulkhead	Joint	100% Port	MOA
<b>3</b>	Sub Cable	Port	100% Port	MOA
<b>D</b>	PIER 66 Bulkhead and Meter	Port	100% Port	MOA
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Permitting Cost Responsibilities by Segment and Agreement Approach**

#	Node / Segment	Permitting Responsibility "Who gets the Permit"	Permitting Costs Resp. "Who Pays"	Agreement(s) Approach
<b>A</b>	T46 S Sub (ex.)	Port	100% Port	MOA
<b>1A</b>	T46 N/S Service	Port	100% Port	MOA
<b>1B</b>	T46 N Extension	Port	100% Port	MOA
<b>B</b>	Tri-Vault Area	Port	100% Port	MOA
<b>2</b>	T46 E-W Service	Port	100% Port	MOA
<b>C</b>	T46 Splice Vault & Bulkhead	Port	100% Port	MOA
<b>3</b>	Sub Cable	Port	100% Port	MOA
<b>D</b>	PIER 66 Bulkhead and Meter	Port	100% Port	MOA
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Testing and Commissioning Cost Responsibilities by Segment and Agreement Approach**

#	Node / Segment	T&C Responsibility "Who conducts T&C"	T&C Costs Resp. "Who Pays"	Agreement(s) Approach
<b>A</b>	T46 S Sub (ex.)	SCL	100% Port	Service Agreement
<b>1A</b>	T46 N/S Service	Joint	100% Port	Service Agreement
<b>1B</b>	T46 N Extension	Joint	100% SCL	MOA
<b>B</b>	Tri-Vault Area	Joint	100% Port	Service Agreement
<b>2</b>	T46 E-W Service	Joint	100% Port	Service Agreement
<b>C</b>	T46 Splice Vault & Bulkhead	Joint	100% Port	Service Agreement
<b>3</b>	Sub Cable	Port	100% Port	MOA
<b>D</b>	PIER 66 Bulkhead and Meter	Joint	100% Port	Service Agreement
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Electrical Equipment Ownership and Maintenance Cost Responsibilities by Segment and Agreement Approach**

#	Node / Segment	O&M Electrical Responsibility "Who conducts O&M"	O&M Costs Resp. "Who Pays"	Agreement Approach
<b>A</b>	T46 S Sub (ex.)	SCL	100% Port	Service Agreement, Easement
<b>1A</b>	T46 N/S Service	SCL	75% Port 25% SCL	Service Agreement, Easement
<b>1B</b>	T46 N Extension	SCL	100% SCL	MOA, Easement
<b>B</b>	Tri-Vault Area	SCL	100% Port	Service Agreement, Easement
<b>2</b>	T46 E-W Service	SCL	100% Port	Service Agreement, Easement
<b>C</b>	T46 Splice Vault & Bulkhead	Joint	100% Port	Service Agreement, Easement
<b>3</b>	Sub Cable	Port	100% Port	MOA
<b>D</b>	PIER 66 Bulkhead and Meter	Joint	100% Port	Service Agreement
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Civil / Structural Facilities Ownership and Maintenance Cost Responsibilities by Segment and Agreement Approach**

#	Node / Segment	O&M Civil/Structural Responsibility "Who conducts O&M"	O&M Civil / Structural Costs Resp. "Who Pays"	Agreement Approach
<b>A</b>	T46 S Sub (ex.)	Port	100% Port	Service Agreement, Easement
<b>1A</b>	T46 N/S Service	Port	100% Port	Service Agreement, Easement
<b>1B</b>	T46 N Extension	Port	100% SCL	MOA, Easement
<b>B</b>	Tri-Vault Area	Port	100% Port	Service Agreement, Easement
<b>2</b>	T46 E-W Service	Port	100% Port	Service Agreement, Easement
<b>C</b>	T46 Splice Vault & Bulkhead	Port	100% Port	Service Agreement, Easement
<b>3</b>	Sub Cable	Port	100% Port	MOA
<b>D</b>	PIER 66 Bulkhead and Meter	Port	100% Port	Service Agreement
<b>4</b>	PIER 66 Shore Power	Port	100% Port	N/A (past SCL's Meter)

**Exhibit 4: The following references are not attached but incorporated by reference into this MOA**

- A. Service Letter - 2225 Alaskan Way - Permanent Shore Power Interruptible (26KV) Service
- B. Seattle City Light electric easement Terminal 46-Final\_231123
- C. Port's Issue-for-Bid Public Works Construction Package

**SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
City Light	Phil Ambrose	Greg Shiring

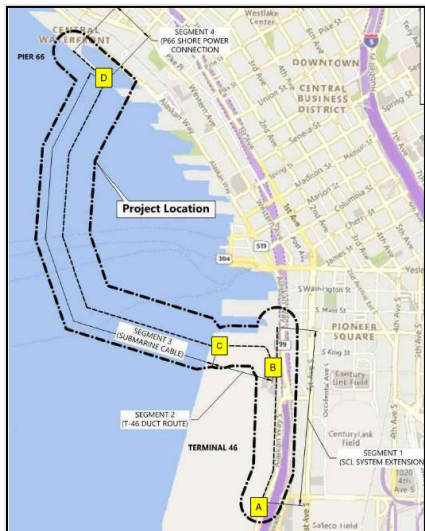
**1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City Light Department; authorizing the execution of a two-year agreement with the Port of Seattle for the construction of system improvements associated with Terminal 46 and the Pier 66 Shore Power Project and negotiation and execution of an operations agreement.

**Summary and Background of the Legislation:** This ordinance authorizes City Light to enter into an agreement with the Port of Seattle (“the Port”) for the construction and provision of shore power to Pier 66 via a submersible cable from Terminal 46. The shore power will enable cruise ships to plug into the local electrical grid and turn off their auxiliary diesel engines while at berth, resulting in an overall reduction in air pollutant and greenhouse gas emissions.

Power will be provided from an existing City Light electrical power vault to Terminal 46 and the submersible cable through the installation of upland electric cables, ductbanks, meter and switchgear infrastructure, and vaults. This infrastructure will be paid for by the Port with a total authorized budget of \$44,000,000.

The submersible cable connecting Terminal 46 with Pier 66 is approximately 6,110 feet long, 26 kilovolt (kV). The cable is owned and installed by the Port and any maintenance or repair of the cable is the Port’s responsibility. The Port’s use of the Salish Sea for the submersible cable is subject to coordination with local Tribes, including the Suquamish, Muckleshoot, and others. Coordination with local Tribes is fully the Port’s responsibility.



The construction agreement also includes improvements to City Light’s distribution system to be paid for by City Light at an estimated cost of \$3,595,619. These improvements include the installation of upland electrical cables, ductbanks, and vaults to / from an existing City Light vault north of South King Street and continuing north to the Terminal 46 property line. This new infrastructure is intended for service to Washington State Ferries’ Colman Dock Terminal Electrification Project.

As of this date, much of the construction work has been completed to enable shore power for the during the 2024 cruise ship season.

The ordinance also authorizes City Light to negotiate and execute an operations agreement for a duration up to 30 years regarding the operations, inspection, and maintenance of this infrastructure.

## 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

## 4. OTHER IMPLICATIONS

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

N/A

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

This legislation affects property at the Port of Seattle’s Terminal 46, specifically an easement for Seattle City Light to access and maintain electric utility (power) system and service infrastructure and equipment.

The Port of Seattle separately obtained an easement (DNR AQ#51-102593) via Washington State Department of Natural Resources (DNR) for the Project’s submerged cable between Terminal 46 and Pier 66.

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

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

This will beneficially reduce emissions in the greater Seattle area as cruise ships run off of clean, electric shore power instead of using diesel engines while in dock.

Historically, Seattle's working waterfront employed socially disadvantaged persons affected by poor working environmental conditions. By actively pursuing reduction of emissions, this Project is a step in the right direction to reduce impacts to historically vulnerable communities.

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

N/A

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

N/A; the Port is the principal public communications lead for this project. See the [Port of Seattle's Project Website](#) for more information.

**d. Climate Change Implications**

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

The [Port of Seattle's Project Website](#) further describes the environmental benefits of this project that City Light enables. These benefits include reduction of annual emissions by: 54 metric tons of oxides of Nitrogen (NOx), one (1) metric ton of diesel particulate matter (DPM), and 2,700 metrics tons of greenhouse gas (CO2) emissions.

Additionally, City Light is partnering with the Port of Seattle and Northwest Seaport Alliance (NWSA) for the [Seattle Waterfront Clean Energy Strategy \(SWCES\)](#). The Project in question is a part of this overall effort to eliminate emissions from Seattle's working waterfront.

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

N/A

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

N/A

## 5. CHECKLIST

- Is a public hearing required?**  
No
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**  
No.
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**  
No.
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**  
No.

## 6. ATTACHMENTS

**Summary Attachments:** None.