



CITY OF SEATTLE

City Council

Agenda

Tuesday, May 9, 2023

2:00 PM

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

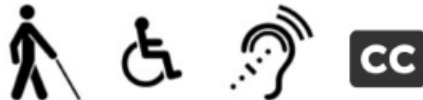
Debora Juarez, Council President
Lisa Herbold, Member
Andrew J. Lewis, Member
Tammy J. Morales, Member
Teresa Mosqueda, Member
Sara Nelson, Member
Alex Pedersen, Member
Kshama Sawant, Member
Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

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CITY OF SEATTLE

City Council Agenda

May 9, 2023 - 2:00 PM

Meeting Location:

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

Committee Website:

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

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

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

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

Submit written comments to all Councilmembers at Council@seattle.gov

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 392](#)

May 9, 2023 (Revised 5/8/23 at 12:55 p.m.)

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 426](#) May 2, 2023

Attachments: [Minutes](#)

Bills:

2. [CB 120561](#) AN ORDINANCE appropriating money to pay certain claims for the week of April 24, 2023 through April 28, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.

Appointments:**NEIGHBORHOODS, EDUCATION, CIVIL RIGHTS, AND CULTURE COMMITTEE:**

3. [Appt 02528](#) Reappointment of Marques Gittens as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
4. [Appt 02529](#) Reappointment of Susan Yu Yi Lee as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
5. [Appt 02530](#) Appointment of Krystal Guerrero as member, Seattle Women's Commission, for a term to July 1, 2024.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
6. [Appt 02531](#) Appointment of Sarah Lui as member, Seattle Women's Commission, for a term to July 1, 2024.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)

7. [Appt 02532](#) Appointment of Ry Armstrong as member, Seattle LGBTQ Commission, for a term to April 30, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
8. [Appt 02533](#) Appointment of Jeremy Erdman as member, Seattle LGBTQ Commission, for a term to April 30, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
9. [Appt 02534](#) Appointment of Gerald Seminatore as member, Seattle LGBTQ Commission, for a term to April 30, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
10. [Appt 02535](#) Appointment of Julia Jannon-Shields as member, Community Involvement Commission, for a term to May 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)

11. [Appt 02536](#) Appointment of Saba Rahman as member, Community Involvement Commission, for a term to May 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
12. [Appt 02537](#) Reappointment of Martha Lucas as member, Community Involvement Commission, for a term to May 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
13. [Appt 02538](#) Reappointment of Dong Soo Michael Seo as member, Community Involvement Commission, for a term to May 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)
14. [Appt 02539](#) Appointment of Heather L. Hargesheimer as member, International Special Review District Board, for a term to December 31, 2024.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 3 - Morales, Sawant, Nelson
Opposed: None
- Attachments:** [Appointment Packet](#)

H. COMMITTEE REPORTS

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

NEIGHBORHOODS, EDUCATION, CIVIL RIGHTS, AND CULTURE COMMITTEE:

1. [CB 120554](#) AN ORDINANCE relating to historic preservation; imposing controls upon The Fairfax, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

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

In Favor: 3 - Morales, Sawant, Nelson

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Ex A - Vicinity Map of The Fairfax](#)

2. [CB 120555](#) AN ORDINANCE relating to historic preservation; imposing controls upon the University of Washington Faculty Club, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

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

In Favor: 3 - Morales, Sawant, Nelson

Opposed: None

Attachments: [Att A - UW Faculty Club Site Plan](#)

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Ex A - Vicinity Map of UW Faculty Club](#)

PUBLIC ASSETS AND HOMELESSNESS COMMITTEE:

3. [CB 120548](#) AN ORDINANCE relating to the Seattle Department of Finance and Administrative Services (FAS); authorizing the acquisition of real property identified in King County Records as Parcel Number 766620-2390, commonly known as the Bakun Building, from the Washington State Department of Transportation; authorizing acceptance and recording of deeds for general municipal purposes including, but not limited to, the acquisition of the Bakun Building property; and ratifying and confirming certain prior acts.

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

In Favor: 4 - Lewis, Mosqueda, Juarez, Morales

Opposed: None

Attachments: [Att A - Real Property Purchase and Sale Agreement](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att 1 - Bakun Building Site Map](#)

[Summary Att 2 - Elliott Bay Seawall Project MOA with Muckleshoot Indian Tribe](#)

[Summary Att 3 - Tribal Interpretive Center Draft Floor Plan \(MOA Amendment\)](#)

[Summary Att 4 - Waterfront Operations and Tribal Interpretive Center CIP Page](#)

[Summary Att 5 - Council Budget Action FG-002-A-001-2023](#)

4. [CB 120559](#) AN ORDINANCE relating to current use taxation; approving applications for current use taxation of properties located 4200 Baker Avenue NW and 2317 S Norman Street under the King County Public Benefit Rating System.

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

In Favor: 4 - Lewis, Mosqueda, Juarez, Morales

Opposed: None

Attachments: [Att 1 - King County Department of Natural Resources and Parks \(DNRP\) report on application E22CT021S](#)
[Att 2 - DNRP report on application E22CT030S](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:

5. [CB 120549](#) AN ORDINANCE relating to the City’s criminal code; amending the crime of Obstructing a Public Officer to include obstructing firefighters and fire department personnel; and amending Section 12A.16.010 of the Seattle Municipal Code.

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

In Favor: 4 - Herbold, Mosqueda, Nelson, Pedersen

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)

TRANSPORTATION AND SEATTLE PUBLIC UTILITIES COMMITTEE:

6. [CB 120543](#) AN ORDINANCE granting SeaPort Midstream Partners, LLC permission to maintain and operate a pipeline system in, under, along, and across Southwest Florida Street, between 13th Avenue Southwest and 16th Avenue Southwest, for a 30-year term, renewable for two successive 15-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

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

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

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att A - SeaPort Midstream Partners Area Map](#)
[Summary Att B - SeaPort Midstream Partners Pipeline Fee Assessment](#)

7. [CB 120544](#) AN ORDINANCE granting Qwest Corporation permission to continue maintaining and operating an existing utility tunnel under and across Seneca Street, east of 3rd Avenue; repealing Section 8 of Ordinance 123615; and providing for the acceptance of the permit and conditions.

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

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

Opposed: None

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att A - Qwest Seneca St Tunnel Area Map](#)

[Summary Att B - Annual Fee Assessment Summary](#)

8. [CF 314517](#) Request for an extension to the conditional approval of a petition of City Investors IV, LLC to vacate a portion of the alley in Block 89, D.T. Denny's 5th Addition to the City of Seattle (CF 313894).

The Committee recommends that City Council approve the Clerk File (CF).

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

Opposed: None

Attachments: [Unexecuted Conditions of Approval](#)

Supporting

Documents:

[Extension Request](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 392, **Version:** 1

May 9, 2023 (Revised 5/8/23 at 12:55 p.m.)



Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
<u>By: Mosqueda</u>		
1. CB 120561	AN ORDINANCE appropriating money to pay certain claims for the week of April 24, 2023 through April 28, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Mosqueda</u>		
2. CB 120572	AN ORDINANCE amending Ordinance 126490, which adopted the 2022 Budget, including the 2022-2027 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.	Finance and Housing Committee
<u>By: Mosqueda</u>		
3. CB 120573	AN ORDINANCE amending Ordinance 126725, which adopted the 2023 Budget, including the 2023-2028 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.	Finance and Housing Committee
<u>By: Juarez</u>		
4. Res 32092	A RESOLUTION establishing the City's support for a new Memorial Stadium at Seattle Center to be developed through a public-private partnership between The City of Seattle, Seattle Public Schools, and a private partner.	Governance, Native Communities, and Tribal Governments Committee
<u>By: Strauss</u>		
5. CB 120567	AN ORDINANCE relating to land use and zoning; updating industrial zones to implement the Industrial and Maritime Strategy; amending Sections 23.30.010, 23.41.004, 23.47A.009, 23.53.006, 23.53.010, 23.53.020, 23.54.015, 23.74.002, 23.74.006, 23.74.008, 23.74.009, 23.74.010, 23.84A.018, and 23.84A.040 of, and adding new Sections 23.34.097, 23.34.098, and 23.34.099 and a new Chapter 23.50A to, the Seattle Municipal Code.	Land Use Committee

By: Strauss

6. [CB 120568](#) AN ORDINANCE relating to land use and zoning; amending the Seattle Comprehensive Plan to incorporate changes proposed as part of the 2023 Comprehensive Plan annual amendment process. Land Use Committee

By: Strauss

7. [CB 120569](#) AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at pages 52, 53, 54, 55, 71, 72, 73, 74, 75, 76, 77, 78, 85, 86, 87, 89, 90, 91, 97, 98, 99, 102, 115, 116, 117, 118, 125, 126, 127, 128, 129, 130, 131, 138, 139, 140, 141, 142, 143, 152, 153, 154, 155, 156, 157, 167, 168, 169, 170, 171, 172, 182, 183, 184, 185, 186, 187, 189, 190, 214 and 215 of the Official Land Use Map to rezone land in the Seattle's Industrial areas. Land Use Committee

By: Strauss

8. [CB 120570](#) AN ORDINANCE relating to land use and zoning; removing certain existing provisions for the Industrial Commercial zone; and amending Sections 23.42.126, 23.49.014, 23.50.002, 23.50.012, 23.50.014, 23.50.020, 23.50.027, 23.50.028, 23.50.034, 23.50.046, 23.69.022, and 23.74.010, and repealing Sections 23.50.026, 23.50.032, 23.50.033, 23.50.038, 23.50.039, 23.50.041, 23.50.053, and 23.50.055, of the Seattle Municipal Code. Land Use Committee

By: Strauss

9. [CB 120571](#) AN ORDINANCE relating to noise in industrial shorelines; amending Sections 25.08.100 and 25.08.410 of the Seattle Municipal Code to modify exterior sound limits for land in the Ballard Interbay Northend Manufacturing Industrial Center located within 200 feet of the shoreline. Land Use Committee

By: Morales

10. [CB 120562](#) AN ORDINANCE relating to historic preservation; imposing controls upon former Fire Station 26, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

11. [CB 120563](#) AN ORDINANCE relating to historic preservation; imposing controls upon Madison Middle School, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code. Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

12. [CB 120564](#) AN ORDINANCE relating to historic preservation; imposing controls upon Magnolia Elementary School, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.
- Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

13. [CB 120565](#) AN ORDINANCE relating to historic preservation; imposing controls upon Daniel Bagley Elementary School, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.
- Neighborhoods, Education, Civil Rights, and Culture Committee

By: Morales

14. [CB 120566](#) AN ORDINANCE relating to historic preservation; imposing controls upon West Seattle High School, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.
- Neighborhoods, Education, Civil Rights, and Culture Committee

By: Pedersen

15. [CB 120574](#) AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights at the Foy Pump Station property (500 NE 145th St) as being surplus to the City's municipal utility needs; authorizing the sale of 451 square feet of King County Parcel 756870-0780 and 460 square feet of King County Parcel 756870-0775, and granting 1,201 square feet and 453 square feet on the same respective parcels for 3-year term temporary construction easements to the City of Shoreline for the purposes of the 145th Street and I-5 Interchange Project; directing the proceeds therefrom to Seattle Public Utilities' Water Fund; and ratifying and confirming certain prior acts.
- Transportation and Seattle Public Utilities

By: Pedersen

16. [Appt 02551](#) Appointment of Dan Gatchet as member, Seattle Freight Advisory Board, for a term to May 31, 2024.
- Transportation and Seattle Public Utilities

By: Pedersen

17. [Appt 02552](#) Appointment of Tyler Blackwell as member, Levy to Move Seattle Oversight Committee, for a term to December 31, 2026.
- Transportation and Seattle Public Utilities

By: Pedersen

18. [Appt 02553](#) Appointment of Clara Cantor as member, Levy to Move Seattle Oversight Committee, for a term to December 31, 2026. Transportation and Seattle Public Utilities

By: Pedersen

19. [Appt 02554](#) Reappointment of Samuel Ferrara as member, Levy to Move Seattle Oversight Committee, for a term to December 31, 2026. Transportation and Seattle Public Utilities

By: Pedersen

20. [Appt 02555](#) Reappointment of David L. Frantz as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2025. Transportation and Seattle Public Utilities

By: Pedersen

21. [Appt 02556](#) Reappointment of Chelsea Morrison as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2025. Transportation and Seattle Public Utilities

By: Pedersen

22. [Appt 02557](#) Reappointment of Natasha Riveron as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2025. Transportation and Seattle Public Utilities

By: Pedersen

23. [Appt 02558](#) Reappointment of Maria Sumner as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2025. Transportation and Seattle Public Utilities

By: Pedersen

24. [Appt 02559](#) Appointment of Alexander Bejaran Estevez as member, Levy to Move Seattle Oversight Committee, for a term to December 31, 2026. Transportation and Seattle Public Utilities

By: Pedersen

25. [Appt 02560](#) Reappointment of Margaret McCauley as member, Seattle School Traffic Safety Committee, for a term to March 31, 2026. Transportation and Seattle Public Utilities



Legislation Text

File #: Min 426, **Version:** 1

May 2, 2023

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, May 2, 2023

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Debora Juarez, Council President

Lisa Herbold, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Sara Nelson, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in Seattle, Washington, on May 2, 2023, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Pro Tem Sawant presiding.

B. ROLL CALL

Present: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Excused: 2 - Juarez, Strauss

Motion was made, duly seconded and carried, to excuse Councilmember Juarez from the May 2, 2023 City Council meeting.

By unanimous consent, the Council Rules were suspended to designate Councilmember Mosqueda as President Pro Tem of the City Council for the remainder of the meeting.

C. PRESENTATIONS

There were none.

D. PUBLIC COMMENT

The following individuals addressed the Council:

- Howard Gale
- Meagan Murphy
- Steve Horvath
- Linda Yue
- Julie Holland
- Diane Carey
- Joseph E. Garcia
- Elizabeth Below
- Sabrina Villanveva
- Gabriel Neuman
- Jeffrey Harper
- Whitney Brown
- Reza Marashi
- Jeff Draeger
- Sam Dick
- Aaron Blankers
- Brittany Santo
- William Harris
- Michael Woody
- Lloyd Gregory
- Beth Knox

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 390](#) **May 2, 2023**

Motion was made, duly seconded and carried, to adopt the Introduction & Referral Calendar (IRC) by the following vote:

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

F. APPROVAL OF THE AGENDA

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

G. APPROVAL OF CONSENT CALENDAR

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

Journal:

1. [Min 425](#) **April 25, 2023**

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

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

Bills:

2. [CB 120558](#) **AN ORDINANCE appropriating money to pay certain claims for the week of April 17, 2023 through April 21, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

Appointments:

ECONOMIC DEVELOPMENT, TECHNOLOGY, AND CITY LIGHT COMMITTEE:

3. [Appt 02520](#) **Appointment of Oksana Savolyuk as member, City Light Review Panel, for a term to April 11, 2024.**
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Nelson, Juarez, Sawant, Strauss
Opposed: None
The item was confirmed on the Consent Calendar by the following vote:
In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant
Opposed: None
4. [Appt 02521](#) **Reappointment of Scott Haskins as member, City Light Review Panel, for a term to April 11, 2026.**
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Nelson, Juarez, Sawant, Strauss
Opposed: None
The item was confirmed on the Consent Calendar by the following vote:
In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant
Opposed: None
5. [Appt 02522](#) **Reappointment of Timothy O. Skeel as member, City Light Review Panel, for a term to April 10, 2026.**
The Committee recommends that City Council confirm the Appointment (Appt).
In Favor: 4 - Nelson, Juarez, Sawant, Strauss
Opposed: None
The item was confirmed on the Consent Calendar by the following vote:
In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant
Opposed: None

H. COMMITTEE REPORTS

CITY COUNCIL:

1. [CB 120551](#) **AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Seattle Parking Enforcement Officers' Guild; amending Ordinance 126725, which adopted the 2023 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.**

Motion was made and duly seconded to pass Council Bill 120551.

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

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

2. [CB 120552](#) **AN ORDINANCE relating to civil service commissions; clarifying election procedures for the employee-elected members of the Civil Service Commission and Public Safety Civil Service Commission; and amending Sections 4.04.250 and 4.08.040 of the Seattle Municipal Code.**

Motion was made and duly seconded to pass Council Bill 120552.

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

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

3. [CB 120553](#) **AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between The City of Seattle and Local 242; establishing a new title and rate of pay; and ratifying and confirming certain prior acts.**

Motion was made and duly seconded to pass Council Bill 120553.

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

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

ECONOMIC DEVELOPMENT, TECHNOLOGY, AND CITY LIGHT COMMITTEE:

4. [CB 120537](#) **AN ORDINANCE relating to downtown business improvement areas; establishing a new ten-year Business Improvement Area to be known as the Metropolitan Improvement District; levying special assessments upon owners of commercial property, multifamily residential property, and mixed-use property within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Metropolitan Improvement District that was established by Ordinance 124175 (“2013 MID”); suspending the issuance of assessments and providing for the continuity of services under the 2013 MID; providing for the transfer of any remaining funds from the 2013 MID Account; and ratifying and confirming certain prior acts.**

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

In Favor: 4 - Nelson, Juarez, Sawant, Strauss

Opposed: None

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

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

LAND USE COMMITTEE:

A public comment period was opened to provide an opportunity for rebuttals to the Ex Parte Communication related to Clerk File 314470.

There were no public comments.

The public comment period was closed.

5. [CF 314470](#) **Application of 2501 NW Market LLC for a contract rezone of a portion of a split-zoned site at 2501 NW Market Street from Industrial Commercial with a 65 foot height limit and Mandatory Housing Affordability (MHA) suffix (IC-65(M)) to Neighborhood Commercial 3 with a 75 foot height limit, Pedestrian designation and MHA suffix (NC3P-75(M)) (Project No. 3037522-EG; Type IV).**

The Committee recommends that City Council grant as conditioned the Clerk File (CF) as amended.

In Favor: 5 - Strauss, Morales, Mosqueda, Nelson, Pedersen

Opposed: None

The Clerk File (CF) was approved as conditioned by the following vote, and the Council President signed the conditions of the City Council:

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

6. [CB 120533](#) **AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 53 of the Official Land Use Map to rezone the western 15,943 square feet of the parcel located at 2501 Northwest Market Street from Industrial Commercial with a 65 foot height limit and an M Mandatory Housing Affordability Suffix (IC 65 (M)) to Neighborhood Commercial 3 with a 75 foot height limit, P pedestrian designation, and M Mandatory Housing Affordability Suffix (NC3P 75 (M)) and accepting a Property Use and Development Agreements as a condition of rezone approval. (Application of Pacific Fishermen, Inc. C.F. 314470, SDCI Project 3037590-LU)**

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

In Favor: 5 - Strauss, Morales, Mosqueda, Nelson, Pedersen

Opposed: None

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

In Favor: 7 - Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant

Opposed: None

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 3:10 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on May 9, 2023.

Debora Juarez, Council President of the City Council

Interim City Clerk



Legislation Text

File #: CB 120561, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of April 24, 2023 through April 28, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$22,856,703.89 on PeopleSoft 9.2 mechanical warrants numbered 4100681080 - 4100683235 plus manual or cancellation issues for claims, e-payables of \$98,061.66 on PeopleSoft 9.2 9100013300 - 9100013325, and electronic financial transactions (EFT) in the amount of \$98,030,064.19 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 \$55,563,761.17 on City General Salary Fund mechanical warrants numbered 51381867 - 51382524 plus manual warrants, agencies warrants, and direct deposits numbered 180001 - 182888 representing Gross Payrolls for payroll ending date April 25, 2023, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council May 04, 2023, 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 9th day of May, 2023, and signed by me in open session in authentication of its passage this 9th day of May, 2023.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)



Legislation Text

File #: Appt 02528, **Version:** 1

Reappointment of Marques Gittens as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Marques Gittens</i>		
Board/Commission Name: <i>Family Education Preschool and Promise Levy Oversight Committee</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 1/1/2023 to 12/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Insert neighborhood name</i>	Zip Code: <i>98178</i>	Contact Phone No.: [REDACTED]
Background: Marques Gittens serves as the Education and Youth Development Manager for the Seattle Housing Authority. In his role, he supports direct service and system building efforts that strengthen the connection between home and school and while increasing access to academic and social emotional supports. For over 15 years, Marques has devoted himself to public service, including extensive experience in education as a middle school teacher, leading non-profit programs, and supporting schools and districts in Early Warning Systems implementation. Marques graduated the University of Washington in International Studies and received his Master in Education from Alliant International University in San Francisco. He enjoys spending time outdoors with his wife and three children, exploring wherever their curiosity takes them.		
Authorizing Signature (original signature):  Date Signed (appointed): 2/27/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

Marques Gittens

EXPERIENCE

SEATTLE HOUSING AUTHORITY (2019-Present)

SEATTLE, WA

Youth Development & Education Manager

Leading Seattle Housing Authority's Education and Youth Development Initiatives aimed at ensuring that youth in low income public housing thrive along their educational journey and access postsecondary opportunities. Seattle Housing Authority supports nearly 6,000 youth, which accounts for approximately 10% of Seattle Public School's student population and 46% of their black student population, which is the target focus of their most recent strategic plan.

- Oversee a team dedicated to providing and coordinating supports for youth and families early learning through postsecondary
- Manage our portfolio of educational partnerships, including partnerships with Seattle Public Schools, Seattle University, other institutional partners, and a host of service providers who serve youth and families across SHA communities
- Honoring the self-determination of youth and families through co-design efforts aimed at creating systems that meet the felt needs of youth and families
- Manage initiatives aimed at strengthening the connection between home and school, connecting youth to educational, employment, internship, and postsecondary opportunities.

PUGET SOUND EDUCATIONAL SERVICE DISTRICT (2014-Present)

RENTON, WA

Director, Early Warning Systems

Leading work in the Puget sound region to enhance the use of Early Warning Systems to increase the number of students on track for graduation and postsecondary access. Puget Sound ESD (PSESD) is an anti-racist multicultural organization committed to closing the opportunity gap through service to the 35 school districts in the Puget Sound Region.

High Impact Professional Learning & Support:

- Support region in implementing use of research based predictive indicator data with a racial equity lens and in alignment with existing initiatives, and in support of the implementation of evidence based and promising practices
- Convened learning communities designed to address problems of practice and to ensure continuous improvement at both school and district levels
- Provided training, consultation, and technical assistance to area school districts, schools, and community organizations, in Early Warning Implementation, data literacy, employing culturally responsive practice and anti-racist practices, including authentic student, family, and community engagement

Program Leadership:

- Created structure and vision for program components in partnership with multiple stakeholders
- Secured and managed grant funding in support of program components
- Created contracts with schools and districts and distributed grant funding the schools and districts
- Support the evaluation of programmatic initiatives, including the development and tracking of performance outcomes and indicators

Organizational Leadership:

Marques Gittens

- Provided leadership to the internal Collaborative Leadership Team, which is focused on the integration of key K-12 and postsecondary programs
- Created and Launched PSESD's student internship program, enhancing the agency's ability to authentically engage students as equal partners in eliminating the opportunity gap
- Presented for nationally, including on behalf of Johns Hopkins National Student Attendance, Engagement, and Success Center and on behalf of the U.S. Department of Education on three national webinars
- Provided leadership on several Equity Initiatives, including as a Racial Equity Trainer, Caucus Facilitator, Transformation Team Member, Co-lead of Direction 5 a multi-disciplinary team focused on reimagining internal and external accountability
- Currently leading Direction Action Team 5, a multi-disciplinary team focused on implementation accountability measures in service of implementing our racial equity policy

PEACE COMMUNITY CENTER (2011-2014)

TACOMA, WA

Middle School Program Director, Director of Curriculum & Instruction

Charged with starting and overseeing new middle school program designed to empower students towards a college going track by the end of 8th grade. Peace Community Center is an education focused non-profit organization that seeks to serve students and families from K-College.

Program Leadership: Responsible for recruiting, hiring, training, supervision, evaluation and retention of all middle school program staff, including teachers, academic coaches, teaching assistants, and high school interns. Included strategically putting together summer and school year teams

- Strategically disseminated information to advance program efforts and empower multiple constituent groups, including parents, teachers, students, and key partners. This included creating publications, phone calls, and holding small and large group presentations.
- Spearheaded the continued development and growth of the middle school phase, including the development of systems, developing curriculum, devising, proposing, & launching of new initiatives, and continued advancement of key partnerships. Results include new online case file system, launching new Hilltop Scholars Class, and program growth.
- Strategically managed concurrent projects, creating detailed project plans, proposals, and analyzing the success of initiatives, making well informed decisions to advance program initiatives.
- Successfully managed program budget, leveraging resources to come under budget every year. Most recent budget managed was approximately \$140,000. Included all staff costs and program expenses.
- Created and maintained accurate online and manual files, including student files, reporting data for grant purposes. Collected and reported necessary data to ensure program quality, grant compliance, and participation in larger regional initiatives (submitting summer programming data to Foundation for Tacoma, which has initiatives around increasing high school graduation and summer learning participation)

Organizational Leadership: Leveraged influence to affect positive change in advancing organizational initiatives.

- Participation on several subcommittees designed to meet organizational priorities, including creating our organizational Theory of Change, Professional Development scope & sequence, and devising ways of incorporating Character Development into our work with youth.

Marques Gittens

- Sparked organizational initiatives around cultural competency and the recruiting and retaining culturally and ethnically diverse staff, through holding key conversations
- Successfully devised framework for, and facilitation of recruitment, hiring, and on boarding of all summer staff for our elementary, middle school, and high school Summer Academies, including teachers and support staff.
- Participated in key professional development opportunities, including the Youth Program Quality Initiative through the Greater Tacoma Community Foundation, and the Wiekart Foundation. Included attending workshops and implementing best practices in youth programming to spur student growth and retention.

Leveraging Partnerships: Leveraged key partnerships to advance program goals.

- Collaborated with the Curriculum & Instruction office of Tacoma Public Schools to devise curriculum and assessments for Summer Academy
- Partnering with school administration, teachers, and staff to establish program at Jason Lee Middle School, includes running our 2014 Summer Academy through a joint partnership between our organization, Tacoma Public Schools, and the YMCA.
- Collaborated with other afterschool programs in the best interest of students, including partnering with Trinity Presbyterian to run the Learning Center (after school tutoring.)
- Built and maintained strong relationships with the caring adults in the lives of students, including parents, family members, and community members. Led recruitment campaigns to yield new students (37 in 2011, additional 50 in 2012).

SEATTLE PACIFIC UNIVERSITY

SEATTLE, WA

Visit & Events Coordinator, Admissions Representative

Served in the Admissions Department at Seattle Pacific university as a Visit & Events Coordinator and Admissions Representative.

- **Leadership:** Co-founder and co-director of the University Ambassadors Program, which is designed to train and mobilize highly motivated college students to represent the University and improve the overall experience of our visitors. Included creating the vision and structure of the program, creating job descriptions, recruiting, training, supporting and evaluating the ambassadors.
- **Key Partnerships:** Partnered with high schools, middle schools, and organizations to create unique college visit experiences that help to reinforce/create a college going culture and to put on a variety of visit events tailored to a variety of audiences.
- **Project Management, Event Planning, & Serving Diverse Backgrounds:** Coordinator and primary contact for a variety of outreach events, including the National Christian College Fair and events specifically tailored for students and families of diverse backgrounds, all of which required partnering with middle schools and high schools, other universities, and community organizations
- **Strategic Planning:** Conceptualized and implemented outreach strategy that helped increase student attendance out Urban Preview by 75% in 2009 and an additional 6% in 2010. Included partnering with school personnel and organizations in Everett, Seattle, and Tacoma.

OAKLAND UNIFIED SCHOOL DISTRICT (2007-2009)

OAKLAND, CA

Teacher

Marques Gittens

Taught in Oakland through Teach for America, a selective national service corps of recent college graduates. Taught 6-8th grade SPED, 8th grade science, 8th grade math intervention, Pre-Kindergarten co-teacher.

- Designed and implemented curriculum that produced growth in skills, grade level standards, and student engagement, with a focus on social emotional learning.
- Utilized cooperative learning to leverage youth voice and leadership
- Engaged families, students of a variety of age groups, and community members to provide holistic support to students
- Served as IEP case manager, including assessing student needs, coordinating with specialist, and holding regular meetings.

EDUCATION

ALLIANT INTERNATIONAL UNIVERSITY

SAN FRANCISCO, CA

Masters of Arts in Education
Multiple Subjects K-8 Credential

UNIVERSITY OF WASHINGTON

SEATTLE, WA

B.A. International Studies

Families, Education, Preschool, and Promise Levy Oversight Committee

17 Members: Pursuant to *Ordinance 125604*, 12 members subject to City Council confirmation, *staggered*-year terms:

- 6 City Council-appointed 3-year terms, subject to City Council confirmation
- 6 Mayor-appointed 3-year terms, subject to City Council confirmation
- 5 Other Appointing Authority-appointed (specify): *Ordinance 125604*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	F	2	1.	Member	Erin Okuno	1/1/20	12/31/22	2	Council
			2.	Member	Vacant	1/1/20	12/31/22	1	Council
3	F	2	3.	Member	Manuela Slye	1/1/21	12/31/24	1	Council
6	F	1	4.	Member	Jennifer Matter	1/1/19	12/31/21	1	Council
2	M	2	5.	Member	Donald Felder	1/1/22	12/31/24	1	Council
2	F	N/A	6.	Member	Kimberly Walker	1/1/21	12/31/22	2	Council
4	F	N/A	7.	Member	Kateri Joe	1/1/22	12/31/24	1	Mayor
2	F		8.	Member	Linda Thompson Black	1/1/22	12/31/24	1	Mayor
1	F	N/A	9.	Member	Susan Yu Yi Lee	1/1/23	12/31/25	2	Mayor
2	M		10.	Member	Marques Gittens	1/1/23	12/31/25	2	Mayor
2	F	4	11.	Member	Stephanie Gardner	1/1/20	12/31/23	1	Mayor
6	M		12.	Member	Evan Smith	1/1/22	12/31/23	1	Mayor
9	M	N/A	13.	Mayor	Bruce Harrell	N/A	N/A	1	Ordinance 125604
3	F	N/A	14.	Governance and Education Committee	Tammy Morales	N/A	N/A	1	Ordinance 125604
2	M	N/A	15.	School District Superintendent	Brent Jones	N/A	N/A	1	Ordinance 125604
1	F	N/A	16.	School District Board Member	Victoria Song Maritz	N/A	N/A	1	Ordinance 125604
1	F	N/A	17.	Chancellor of Seattle Colleges	Rosie Rimando-Chareunsap	N/A	N/A	1	Ordinance 125604

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	2	4			1	3		1		1			
Council	1	4			1	2	1			1			
Other	3	2			2	1	1						1
Total	6	10			4	6	2	1		2			1

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02529, **Version:** 1

Reappointment of Susan Yu Yi Lee as member, Families, Education, Preschool, and Promise Levy Oversight Committee, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Susan Yu Yi Lee</i>		
Board/Commission Name: <i>Family Education Preschool and Promise Levy Oversight Committee</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * <i>1/1/2023</i> to <i>12/31/2025</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Beacon Hill</i>	Zip Code: <i>98108</i>	Contact Phone No.:
Background: <i>With my knowledge and enthusiasm, as well as my experience in the American preschool system as a first-generation Chinese immigrant with non-English speaking parents, I know first-hand the barriers, challenges, and inequities that children and families face in pursuit of high-quality education. I also know firsthand the disparities and racism that is encountered especially at a young age. I hope that by sharing my own experiences of inequality, I will be able to bring more awareness and enhance the already impactful anti-racism and racial equity work that FEPP Levy Oversight has been tackling in the community to ensure accessibility for the underserved.</i>		
Authorizing Signature (original signature): Date Signed (appointed): 2/27/2023		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

SUSAN YU YI LEE

ACCOMPLISHMENTS

- Restructured the Early Childhood Education Program (ECE) to become a high quality, dual language Seattle Preschool Program (SPP) school. One of a few centers that serves: ECEAP, SPP, DSHS, CCAP, Step Ahead, and Private Pay families.
- Secured \$500,000 from Seattle's Department of Education and Early Learning to support ReWA's capital expansion to build three new preschool classrooms to serve 40 more disadvantaged children receiving tuition subsidies. Opened June 2019.
- Selected as the partner for the new LIHI/ReWA preschool at the Lake City (Fire Station 39) location providing 80 SPP students in an underserved area. Planned and designed four new classrooms in the new ELC facility. Obtained licensing for new facility in one month. Opened November 2018.
- Nominated by Tim Burgess and selected by the Bill & Melinda Gates Foundation to be featured in a media video profile. Early Learning: Building Skills for Lifelong Learning in 2017.
- Awarded by the Colonel of the Marine Corps for Appreciation of Excellence in Service while at Camelbak Products LLC.
- Awarded five million dollars renewable contract for five years for the Marine Corps Military Dress Gloves while at Outdoor Research.
- Designed and implemented an English as Second Language program for the Non-English speaking production staff which enable them to be more self-sufficient, confident, efficient and pursue Naturalization to Citizenship status.

EXPERIENCE

Refugee Women's Alliance (ReWA), Seattle WA

Aug 2012 – Present

Director of ECE Operations and Volunteer Services

Team Management: Oversee three Sites and supervise 60 plus agency staff including ECE Site Directors, Program Specialists, Site Coordinators, Family Support Specialists, Lead Teachers and Assistant Teachers. Provide ongoing performance feedback and encourage professional development trainings. Support staff to pursue higher education degrees. Four teachers achieved BAS in ECE and four teachers achieved AAS in ECE. Supervise multiple volunteers providing direction for placements in the various programs with systems data input and organization of in-kind donations.

Strategic Planning: In collaboration with Executive Director through comprehensive strategic planning Efforts each resulting in detailed expansion goals, objectives, strategies and timelines to sustain and increase revenue over short-term (one-year) and long-term periods (three-year). Conceived and implemented ECE team infrastructure improvements including reconfiguration of job roles, devising new team positions, and hiring those staff members. Provided presentations and trainings for management team and staff to initiate and nurture a collaborative ECE culture. As a result of following strategy and effectively utilizing additional manpower, expanded ECE growth and quality.

Budget Management: Manage all ELC budgets. Perform grant prospect research, proposal writing, evaluation strategies, project budgets, and reports to public and private/corporate foundations for operating and program funding. Collect and compile data for reporting to the various city, state and federal funders. Fiscal review with Executive Director and Finance.

Compliance: Supervise and monitor the design and development of ECE and Volunteer programs to ensure compliance with WAC, Licensing, Early Achievers Guidelines, Program funding requirements and

accreditations. Ensure compliance with Background Clearance, Health Policy, Disaster Plan and inspection requirements.

Partnerships and Collaborations: Develop and strengthen new and existing community partners to build a network of support services for the families and children in our community. Partnerships such as the SPS, DEEL, University of Washington School of Nursing, Seattle Aquarium, Seattle University, Harborview, Children's Hospital, ACRS, ICHS, LIHI, and Mercy Housing.

Human Resources: Support all Human Resources functions for nine different sites. Responsible for full compliance with Audits and with all Federal, State and local laws pertaining to Human Resources. Co-Chair of the Safety Committee. Responsible for benefits administration including: renewal process, benefits open enrollment and orientation, eligibility for all benefits programs such as: Health, Dental, Vision, Life Insurance, AD&D. Research, resolve and if needed, work with outside vendors to resolve any benefits issues. Manage FMLA leave and disability leave process. Assist with recruitment efforts for exempt, nonexempt and temporary employees. Maintain sources of labor and generated new recruitment sites. Conduct new hire orientations, background checks and employment verifications.

PREVIOUS WORK HISTORY

Camelbak Products LLS, Petaluma, CA

May 2005 – June 2006

Military Sales Manager

- Oversaw multiple contracts, reviewed contracts for terms and conditions and contract compliance. Prepared detailed government invoices for accuracy and timely payments.
- Researched, prepared and presented monthly sales reports and analyzing trends.
- Liaised between the organization and the military to meet designs, deliverables and timelines.
- Established new clients and maintained customer contact ensuring product information and client satisfaction.
- Traveled to various locations for feedback from Officers, Soldiers, Marines from all branches of the military.

Outdoor Research Inc, Seattle WA

June 2002– May 2005

Military Sales Manager

- Established new clients and contracts from all branches of the United States Military.
- Researched and responded to RFP from all branches of the military.
- Developed and liaison marketing materials in conjunction with various departments in the organization for LEAN processes as well as meeting the consumer needs on design, accuracy and timely delivery.
- Planned, attended and presented at trade shows including follow-up discussions with customers.
- Managed detailed budgets for the Military Division ensuring accuracy on the complexity of invoices from State and Federal funds.
- Served on various committees of the military regarding future development projects and products.
- Organized and oversaw informational and order managements between Sales, Product Development, Inventory Management and Production Departments to meet the needs of the clients and requirements.
- Participated in new product development with the military users to ensure high quality and functionality.
- Maintained ongoing customer contact and relationships, ensuring product information and client satisfaction.

Outdoor Research Inc, Seattle WA

Oct 1987 – June 2002

Assistant Production Manager

- Supervised 200 production employees and 12 production supervisors.
- Managed and maintained accurate production records.
- Organized Production Priority Meetings and generated multiple reports for prioritization and Quality Control.
- Administered all HR paperwork for Production, including personnel changes, promotions and evaluations.
- Developed and implemented Quality Assurance Standards.
- Created on-call employee system resulting in an increased surge capacity.

TECHNICAL SKILLS

Extensive experience with MS Suites, QuickBooks, ADP, ELMS, CHIPS, SharePoint software,

LANGUAGES

Cantonese, Taishanese and some Mandarin and Spanish

EDUCATION and Certifications

Seattle University, Doctor of Education – EdD, Spring 2024

Goddard College, M.Ed

University of Washington, Evans, EMPA

North Seattle College. BAS in Early Childhood Education

Bellevue College, Human Resources Certificate

PROFESSIONAL AFFILIATIONS

Greater Seattle Child Care Business Collation: Member since 2021.

Program Advisory Board, North Seattle College: Member since 2020.

Levy Oversight Committee: Member since 2019.

National Association of the Education of Young Children (NYYEC): Member since 2018.

Zoo Early Childhood Advisory Committee (ZECAC): Member since 2017.

Center for Linguistic and Cultural Democracy (CLCD): Member since 2017.

South East Seattle Education Collation (SESEC): Member since 2016.

World Affair Council: Member since 2015.

Seattle Chinese Girls Drill Team: Member since 2012.

REFERENCES

Available upon request

Families, Education, Preschool, and Promise Levy Oversight Committee

17 Members: Pursuant to *Ordinance 125604*, 12 members subject to City Council confirmation, *staggered*-year terms:

- 6 City Council-appointed 3-year terms, subject to City Council confirmation
- 6 Mayor-appointed 3-year terms, subject to City Council confirmation
- 5 Other Appointing Authority-appointed (specify): *Ordinance 125604*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	F	2	1.	Member	Erin Okuno	1/1/20	12/31/22	2	Council
			2.	Member	Vacant	1/1/20	12/31/22	1	Council
3	F	2	3.	Member	Manuela Slye	1/1/21	12/31/24	1	Council
6	F	1	4.	Member	Jennifer Matter	1/1/19	12/31/21	1	Council
2	M	2	5.	Member	Donald Felder	1/1/22	12/31/24	1	Council
2	F	N/A	6.	Member	Kimberly Walker	1/1/21	12/31/22	2	Council
4	F	N/A	7.	Member	Kateri Joe	1/1/22	12/31/24	1	Mayor
2	F		8.	Member	Linda Thompson Black	1/1/22	12/31/24	1	Mayor
1	F	N/A	9.	Member	Susan Yu Yi Lee	1/1/23	12/31/25	2	Mayor
2	M		10.	Member	Marques Gittens	1/1/23	12/31/25	2	Mayor
2	F	4	11.	Member	Stephanie Gardner	1/1/20	12/31/23	1	Mayor
6	M		12.	Member	Evan Smith	1/1/22	12/31/23	1	Mayor
9	M	N/A	13.	Mayor	Bruce Harrell	N/A	N/A	1	Ordinance 125604
3	F	N/A	14.	Governance and Education Committee	Tammy Morales	N/A	N/A	1	Ordinance 125604
2	M	N/A	15.	School District Superintendent	Brent Jones	N/A	N/A	1	Ordinance 125604
1	F	N/A	16.	School District Board Member	Victoria Song Maritz	N/A	N/A	1	Ordinance 125604
1	F	N/A	17.	Chancellor of Seattle Colleges	Rosie Rimando-Chareunsap	N/A	N/A	1	Ordinance 125604

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	2	4			1	3		1		1			
Council	1	4			1	2	1			1			
Other	3	2			2	1	1						1
Total	6	10			4	6	2	1		2			1

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02530, **Version:** 1

Appointment of Krystal Guerrero as member, Seattle Women's Commission, for a term to July 1, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Krystal Guerrero</i>		
Board/Commission Name: <i>Seattle Women's Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Commission</i>	Date Appointed:	Term of Position: * <i>7/2/2022</i> to <i>7/1/2024</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Wallingford</i>	Zip Code: <i>98103</i>	Contact Phone No.:
Background: <p><i>Krystal has worked in nonprofits, public education institutions, and government agencies in policy, teaching, and marketing roles. She is an experienced professional with a passion for building a strong community for everyone and championing change for those who are disproportionately affected. Throughout her career, she has approached issues through the lens of Justice, Equity, Diversity, and Inclusion. Krystal has over 8 years of experience leading marketing campaigns, working with youth and young adults, engaging with stakeholders, relationship building, and policy coordination.</i></p> <p><i>As a member of the Seattle Women's Commission, It would be her privilege to offer her perspective as a Woman of Color and contribute her skills to support the community.</i></p>		
Authorizing Signature (original signature): <i>Tana Yasu</i>	Appointing Signatory: <i>Tana Yasu,</i> <i>Seattle Women's Commission Co-Chair</i>	

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

Krystal Guerrero

LEAD MANAGER eCOMMERCE

Overview

Experienced marketing manager with 8+ years of experience leading marketing campaigns, developing online business strategies, and implementing solutions to optimize the customer experience.

Education

B.A. Communication Studies
University of North Carolina
2015

Skills

Professional

Digital Marketing
Business Analytics
Communication Skills
Copywriting
Website Management
Lead Generation
Social Media

Technical

Microsoft Office Suite
Adobe Analytics
Tableau
Quantum Metric
Adobe Creative Cloud
Mailchimp
Canva
Wordpress
Wix

Experience

LEAD MANAGER, eCOMMERCE | May 2022 - Present
AT&T, *Bothell, WA*

- Develop online strategies for key device launches and episodic events, resulting in incremental wireless sales and traffic lifts.
- Implement online optimizations to enhance customer experience and drive sales, including driving the efforts to develop new online pages that increases organic search traffic.

MARKETING CONSULTANT | March 2021 - April 2022
Redivivus, Inc., *Remote*

- Developed and launched an equity crowdfunding campaign; achieved 60% of \$1.07M goal in first 3 months with a minimal budget.
- Launched email marketing newsletter and increased subscribers by +50% in the first 4 months.
- Featured content on Markets Insider, Power, Waste 360, ET Auto, Disruptive Investing, Now You Know, and Yahoo Finance.

MARKETING & COMMUNICATIONS MANAGER | July 2021 - February 2022
SheJumps, *Remote*

- Spearheaded and deployed 2 strategic fundraising campaigns, achieving +154% of the projected target.
- Expanded Instagram follower count by 12.1% in 4 months.
- Managed merchandise promotion and increased year-end sales by 23% through a targeted social media campaign.
- Introduced email automation journey for new members and increased average CTR by 32% over 6 months.

MARKETING MANAGER | February 2016 - June 2018
Faris Lee Investments, *Irvine, CA*

- Designed, executed and optimized email marketing strategy that increased CTR by 15%.
- Promoted due to strong performance and organizational impact.

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

Seattle Women's Commission

March 2023

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

- 8 City Council-appointed
- 9 Mayor-appointed -plus one Get Engaged.
- 4 Other Appointing Authority-appointed: Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2			1.	Member	Marcia Wright-Soika	7/02/21	7/01/23	1	Mayor
			2.	Member	Abriel Johnny	7/02/22	7/01/24	2	Mayor
			3.	Member	Sarah Liu	7/02/22	7/01/24	1	Mayor
			4.	Member	VACANT	7/02/20	7/01/22		Mayor
			5.	Member	VACANT	7/02/21	7/01/23		Mayor
			6.	Member	VACANT	7/02/21	7/01/23		Mayor
6			7.	Member	Rebecca Bryant	7/02/22	7/01/24	2	Mayor
3		4	8.	Member	Krystal Guerrero	7/02/22	7/01/24	1	Commission
			9.	Member	VACANT	7/02/21	7/01/23		Mayor
9			10.	Member	Kyla Evans	7/02/22	7/01/24	1	City Council
			11.	Member	VACANT	7/02/21	7/01/23		City Council
2	F	N/A	12.	Member	Jamilah Williams	7/02/21	7/01/23	3	City Council
1			13.	Member	Vinati Mamidala	7/01/22	7/02/24	1	City Council
2	F	1	14.	Member	Tana Yasu	7/02/22	7/01/24	3	City Council
			15.	Member	VACANT	7/02/21	7/01/23		City Council
6			16.	Member	Jema Turk	7/02/21	7/01/23	1	City Council
6			17.	Member	Rachel Morowitz	7/02/22	7/01/24	1	Commission
6			18.	Member	VACANT	7/02/20	7/01/22		City Council
1	F		19.	Member	Whitney Nakamura	7/02/22	7/01/24	2	Commission
6			20.	Member	VACANT	7/02/21	7/01/23		Commission
			21.	Get Engaged	Theresa Faltese-Gibbons	9/01/22	8/31/23	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	<div style="display: flex; justify-content: space-around; font-weight: bold;"> (1) (2) (3) (4) (5) (6) (7) (8) (9) </div>												
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	0		0	0	0	0	0	0	0	0	0	0	0
Council	0		0	0	0	0	0	0	0	0	0	0	0
Comm	0		0	0	0	0	0	0	0	0	0	0	0
Total	0		0	0	0	0	0	0	0	0	0	0	0

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

File #: Appt 02531, **Version:** 1

Appointment of Sarah Lui as member, Seattle Women's Commission, for a term to July 1, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Sarah Lui</i>		
Board/Commission Name: <i>Seattle Women's Commission</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Date Appointed:	Term of Position: * <i>7/2/2022</i> to <i>7/1/2024</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Miller Park</i>	Zip Code: <i>98122</i>	Contact Phone No.:
<p>As a technical professional with a passion for diversity and community involvement, I would love to bring my skills and enthusiasm to the City of Seattle public boards. Of the various boards, I believe my experience and interests align most closely with the Women's Commission, Community Technology Advisory Board, and Community Involvement Commission.</p> <p>A common theme in my career has been a drive to empower a diversity of people through better experiences. In my current role as a software engineer on the Microsoft Bing team, I work on creating a more user-friendly and accessible search engine while also helping users feel heard through leading the Bing Feedback team. Outside of work, I have been heavily involved with organizations that support women and local communities - including co-founding diversity summits, mentoring younger females and, most recently, volunteering as a product manager to connect people to resources in their local communities. I would love to contribute my empathy, bias for action, and technical expertise to the Get Engaged program and help influence change in our local government to create a better tomorrow.</p> <p>Our voices are the most powerful tool we have for inspiring change and I'm excited by the opportunity to use mine to help Seattle create a more equitable future.</p>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>
Date Signed (appointed): <i>4/17/2023</i>		

Sarah Liu

Work Experience

Software Engineer, Microsoft (September 2019 - present)

- Improving and creating Bing web features for a more accessible and user-friendly search engine
- Helping Bing users feel heard by leading the Bing Feedback team to create an automated user feedback tracking system to help teams act on user feedback; involved defining features, coordinating a pilot program, and creating metric reports
- Shipped a modern carousel redesign which won against Google in judge comparisons by 20+ points and worked across teams to implement the design across Bing
- Analyzed user data to drive our initiative to optimize the Bing layout for different screen sizes which has increased answer engagement by 8%

Software Engineering Intern, Microsoft

(Summer, 2018)

- Improved the classification accuracy of title nodes from ~70% to ~95% through creating an internal machine learning web tool for Bing web results

Software Engineering Intern, CME Group

(Spring and Summer 2017)

- Developed and designed an internal trading dashboard to oversee daily trading-related operations and analyze customer behaviors for our market analysts
- Created an Alexa skill to provide customers with relevant bitcoin market data

Student Intern, CME Group

(Summer

2016)

- Implemented test cases and automated testing for a fault tolerance system using Bash

Leadership and Volunteer Experience

Product Manager, FightPandemics

(February 2021-May

2021)

- Drove feature creation for a platform to connect people with resources in their local communities
- Led engineers and designers to ship a user profile redesign for better information structuring and easier profile feature creation
- Worked across teams to ship a feature for displaying the user's organization membership

Seattle At Large Representative, Rewriting the Code Alumni Board

(2019-2020)

- Coordinated Seattle RTC alumni social events and mentored undergrad females in tech

Professional Development Vice President, Women in ECE

(2015-2019)

- Led the creation of my university's first annual Women in Tech Day which was attended by 100+ people and included talks, networking events, and workshops

- Helped increase our active membership by 100% through creating new initiatives such as scholarship programs, alumni events, grad school panels, etc. and managing our directors

Education

University of Illinois at Urbana-Champaign

Urbana-Champaign, IL Bachelor of Science in Computer Engineering

May 2019

Honors: Donald L. Bitzer and H. Gene Slottow Creativity Award, Illinois Engineering Achievement Scholarship, Best Design Award in Research Park Web App Competition, Rewriting the Code Fellow.

Seattle Women's Commission

March 2023

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

- 8 City Council-appointed
- 9 Mayor-appointed -plus one Get Engaged.
- 4 Commission-appointed

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2			1.	Member	Marcia Wright-Soika	7/02/21	7/01/23	1	Mayor
			2.	Member	Abriel Johnny	7/02/22	7/01/24	2	Mayor
			3.	Member	VACANT	7/02/22	7/01/24	1	Mayor
			4.	Member	VACANT	7/02/20	7/01/22		Mayor
			5.	Member	VACANT	7/02/21	7/01/23		Mayor
			6.	Member	VACANT	7/02/21	7/01/23		Mayor
6			7.	Member	Rebecca Bryant	7/02/22	7/01/24	2	Mayor
			8.	Member	Krystal Guerrero	7/02/22	7/01/24		Commission
			9.	Member	VACANT	7/02/21	7/01/23		Mayor
9			10.	Member	Kyla Evans	7/02/22	7/01/24	1	City Council
			11.	Member	VACANT	7/02/21	7/01/23		City Council
2	F	N/A	12.	Member	Jamilah Williams	7/02/21	7/01/23	3	City Council
1			13.	Member	Vinati Mamidala	7/01/22	7/02/24	1	City Council
1	F		14.	Member	Sarah Liu	7/02/22	7/01/24	1	City Council
			15.	Member	VACANT	7/02/21	7/01/23		City Council
6			16.	Member	Jema Turk	7/02/21	7/01/23	1	City Council
6			17.	Member	Rachel Morowitz	7/02/22	7/01/24	1	Commission
6			18.	Member	VACANT	7/02/20	7/01/22		City Council
1	F		19.	Member	Whitney Nakamura	7/02/22	7/01/24	2	Commission
6			20.	Member	VACANT	7/02/21	7/01/23		Commission
			21.	Get Engaged	Theresa Faltese-Gibbons	9/01/22	8/31/23	1	Mayor

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	0		0	0	0	0	0	0	0	0	0	0	0
Council	0		0	0	0	0	0	0	0	0	0	0	0
Comm	0		0	0	0	0	0	0	0	0	0	0	0
Total	0			0	0	0	0	0	0	0	0	0	0

Key:

*D List the corresponding Diversity Chart number (1 through 9) RD Residential Council District number 1 through 7 or N/A

**G List gender, M = Male, F= Female, T= Transgender, U= Unknown



Legislation Text


File #: Appt 02532, **Version:** 1

Appointment of Ry Armstrong as member, Seattle LGBTQ Commission, for a term to April 30, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Ry Armstrong		
Board/Commission Name: Seattle LGBTQ Commission		Position Title: Commission Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Date Appointed:	Term of Position: * 5/1/2023 to 4/30/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Capitol Hill	Zip Code: 98122	Contact Phone No.:
Background: <i>Ry Armstrong (they // she // he) is an American, genderqueer artist who was born and raised in the Pacific Northwest surrounded by nature and the arts. Their upbringing, which did contain both white and male-presenting privilege, was full of arts education and ultimately compelled them to follow a career in storytelling. Shortly after finishing an undergraduate degree in theatre arts, they moved from the Emerald City to the Big Apple and quickly became involved, as an actor, in productions Off-Broadway (Pete the Cat, Orphans & Outsiders) and in regional houses across the country. Complementary to their acting, their focus lies on their international creative endeavors of producing and writing new works of art to be experienced on the stage and screen. Ry hopes to bring about a strong, community-oriented LGBTQ Commission who can represent all people in Seattle with direct connections to the City Council on all issues surrounding queer spaces as these spaces need to be sacred and protected!</i>		
Authorizing Signature (original signature): 		Appointing Signatory: Councilmember Tammy Morales Seattle City Council
Date Signed (appointed): 4/18/2023		

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

RY ARMSTRONG

THEY // SHE // HE (pronoun indifferent)

I am a fiercely dedicated creative professional with a disposition toward systems-thinking, a lead-by-example management style for my teams, and a distinctive approach to exploring new CS/CX processes within a variety of different environments. Beyond that, my passions range from organizing collective action to combat global climate change and innovating within the arts sector specifically in the art of storytelling.

SKILLS

- Google Workspace platform usage
- SEO optimization strategy & copy editing
- Ad management & social campaigns
- Zoho One workflows & automation
- ClickUp, Asana, Trello task management
- Slack automation with Zapier integration
- CRM database organization & workflows
 - Hubspot, ConstantContact, Mailchimp, EmailOctopus, DonorPerfect, Monday
- Microsoft Office 365 Suite
- iOS software & general program handling
- Final Cut & Videoleap suite (film)
- Logic, Audacity & TwistedWave (audio)
- Squarespace / HTML builds (websites)
- React Native & Cadence coding languages
- Intermediate conversational French
- Extensive SaaS systems building
- QPR Suicide Prevention Certification

I AM...

- an empathetic communicator
- a reliable, dedicated worker
- a collaborative team player
- an individual who believes open, honest conflict is essential for team efficacy
- a creative mind and resourceful innovator
- an Eagle Scout & spontaneous adventurer
- a dreamer of the way the world could be

EDUCATION

MA in Intl. Relations & Sustainable Development
American University / DC / 2019

BFA in Theatre Arts / Musical Theatre
Central Washington University / WA / 2016

WORK EXPERIENCE

EXECUTIVE PRODUCER

- RYCO Theatricals SPC / GLOBAL FREELANCE / 06.2013 - PRESENT
- Founder of this internationally renowned production company whose mission is to bring authentic queer stories to the mainstream
 - Freelance producing for client-based projects and management of their timelines & budgets through a coordinated, team-based effort
 - Established YOY surplus until the halting of business due to COVID
 - Coordinating legal contracts, spending requests and production workflows to accomplish mutually-defined artistic goals for clients
 - Proprietary creation of a cryptocurrency & blockchain technology to empower indie creatives to automate royalty streams & crowdfund
 - Released dozens of fully produced low-fidelity songs in partnership with LEVEL Music Distribution c/o Warner Music Group, Corp.
 - Established a queer arts festival with works from over 30 countries in new partnership with the LGBTQIA+ streaming service Revry, Inc.
 - Created over eight different podcasts with remote partners advocating and highlighting BIPOC voices and experiences in theatre

CUSTOMER SUCCESS PARTNER

- TheGuarantors d/b/a Guarant Inc. / REMOTE / 02.2022 - PRESENT
- Responsible for a gross monthly revenue of ~\$1.8M this past month on a team of four who shepherds forward renewal applications
 - Coordinating regular trainings for new hires when it comes to the specificity of renewal workflows and macro editing
 - Personally tackling an output of ~140 emails and ~25 phone calls / day
 - Updating the SQW ("status quo workflow") to improve efficiency

BUSINESS AFFAIRS ASSOCIATE

- Dramatists Guild of America Inc. / NY / 08.2020 - 09.2021
- Customized and branded legal documents at the request of four individual attorneys for the benefit of the ~8K+ dramatist membership
 - Developed and implemented an automation workflow for the legacy and processing of the Broadway Approved Production Contract to monitor their progression toward first-class certification
 - Established new working blueprint that enhanced productivity and efficiency within the workflows of the customer service helpdesk

PRODUCT ZONE SPECIALIST

- Apple Inc. @ Apple World Trade Center / NY / 05.2017 - 06.2019
- Advised customers, sold products, and assisted people problem solve their purchases custom to their individual needs
 - Maintained visual merchandise and assisted other team members in troubleshooting issues that were customer-facing in nature
 - Delivered an enriching customer experience by sharing my passion of technology and by collaborating within a large team of over 250 colleagues to creatively streamline the customer experience

PRODUCTION & ADMINISTRATIVE CLIENTELE

- Carolyn Enger & Company / REMOTE & NY / 06.2021 - 03.2022
- BOND New York Properties LLC / NY / 05.2020 - PRESENT
- Key City Public Theater / REMOTE & WA / 10.2019 - 02.2021
- Gold Scarf Productions / NY / 09.2019 - 06.2020
- Palm Springs Intl Comedy Festival / REMOTE / 08.2019 - 02.2020
- UN Dev Programme c/o 17 Asset Management / NY / 05.2019 - 08.2019
- Revilo Imaginations LLC / NY / 06.2018 - 09.2019
- Creative Content Management / NY & CA / 08.2015 - 11.2017
- Maintained and established professional relationships with A-list celebrity clients along with drafting EPK & marketing decks
 - Responsible for the caretaking of prominent intellectual properties, such as Nancy Drew, Raggedy Ann & Andy, and The Hardy Boys
 - Produced and spearheaded successful projects and presentations for potential investors and producers within six-figure ATL budgets

VOLUNTEERISM & COMMUNITY ENGAGEMENT

XR: ENVIRONMENTAL ACTIVIST AT LARGE

- Extinction Rebellion / GLOBAL & NYC / 10.2019 - CURRENT
- Attends regular non-violent direct actions established by the community of activists fighting against systemic climate change
 - Design social media deliverables and produce press releases surrounding our community events and "dead-in" protests
 - Lead action working group meetings in a deregulated style to collaborate on the planning required to take on major corporations

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission

May 2023

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	11/1/21	10/31/23	1	Mayor
			7.	Member	VACANT	11/1/21	10/31/23	1	Commission
		6	8.	Member	Steven Pray	11/1/21	10/31/23	1	Mayor
		3	9.	Member	Chelsey Wright	5/1/22	4/30/24	1	City Council
		3	10.	Member	Nathaniel Higby	5/1/22	4/30/24	2	Mayor
		3	11.	Member	Alex Mielcarek	5/1/22	4/30/24	1	City Council
		3	12.	Member	Brett Pepowski	5/1/22	4/30/24	2	Mayor
			13.	Member	Atif Osmani	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	11/1/21	10/31/23	1	City Council
		4	16.	Get Engaged	Lillian M. Williamson	9/1/22	8/31/23	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
		2	19.	Member	Victor Loo	11/1/21	10/31/23	2	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 <i>Diversity Chart</i> number (1 through 9)
**G	List <i>gender</i> , 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.



Legislation Text


File #: Appt 02533, **Version:** 1

Appointment of Jeremy Erdman as member, Seattle LGBTQ Commission, for a term to April 30, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Jeremy Erdman</i>		
Board/Commission Name: <i>Seattle LGBTQ Commission</i>		Position Title: <i>Commission Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Date Appointed:	Term of Position: * <i>5/1/2023</i> to <i>4/30/2025</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Capitol Hill</i>	Zip Code: <i>98102</i>	Contact Phone No.:
Background: <i>Jeremy Erdman is the youngest son of a pastor and special education teacher. His upbringing instilled in him early the values of building community and supporting others. These values steered his career to focus on creating a sustainable future and inclusive economy— one where our diversity is our strength and identity isn't a barrier to success. Jeremy came to Seattle to study a Masters in Public Administration to create energy policies that create a livable environment for future generations and help current generations transition equitably. Today, he works in global diversity, equity, and inclusion at Amazon corporate.</i> <i>Jeremy looks forward to bringing his skills and experience to focus on supporting LGBTQ businesses and entrepreneurs thrive in our city, identifying pathways to find housing for houseless LGBTQ individuals, and support LGBTQ cultural events, like Pride, and growing more events to further build the community.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): <i>4/18/2023</i>		Appointing Signatory: <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>

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

JEREMY ERDMAN

PROFESSIONAL EXPERIENCE

Amazon.com

Seattle, WA

Sr. Program Manager, Seller External Relations.

July 2021 – Present

- Developed the Selling on Amazon Messaging Framework with senior leaders, consisting of 5 messaging pillars for all Amazon to use when speaking about the seller experience in external interviews, reports, communications, and presentations.
- Launched and managed seller feedback mechanisms, including the Seller Advisory Council and Amazon's "You said/we did" workstream.
- Created strategy for Seller External Relations engagement with think tanks, trade associations, chambers of commerce, and industry influencers, launching and owning 8 partnerships and programming plans.

Program Manager, Employee Programs, Account Manager from July 2018-May 2019

May 2019 – July 2021

Owned the strategy, execution, and communication of diversity, equity, and inclusion programs including:

- Developed, executed, and facilitated North American and LATAM Inclusion Training strategy to 1000+ employees globally. Participating leaders saw their Inclusion Connections Scores increase by .4 in aggregate during 2020.
- Developed and executed strategy to promote gender equity in career development and promotions in Costa Rican locations. Participating organizations saw a 25% improvement in women's promotion rates.
- Wrote and managed global communications to 12k+ employees, including all-hands presentations and global crisis communications following events such as mass shootings, Supreme Court decisions, and the death of George Floyd.
- Led the development and measurement of Sponsorship Programs that has grown to cover organizations totaling 50k+ employees and presented to VP and SVP stakeholders bi-monthly on progress.
- Created global committee to improve employees' sentiment of inclusion and led organizations to create Q4 Inclusion Plans. These plans resulted in employee sentiment improvement of 5% in Q4 2020.
- Partnered with sales teams to develop the strategy for Minority Business Accelerator and prepared business leaders for review with C-Suite. This program now has over 140 dedicated headcount, C-Suite goals, and has already supported 1000+ Black-owned businesses.

TreeFree Biomass Solutions

Seattle, WA

Director of Sustainable Innovation, Public Policy and Sustainability Program Manager July 2016-March 2017

April 2017 – July 2018

- Tasked by CEO to pioneer the environmental and social benefits of the company's composite board, bio-coal, and pellet products.
- Designed messaging explaining how the company's operations support the United Nations 17 Sustainable Development Goals ranging from poverty and hunger reduction to sustainable cities to gender equity.
- Calculated and articulated the company's environmental benefits through its patented propagation of NileFiber in addressing carbon dioxide emissions and deforestation for investor pitches, helping the company raise \$1M.
- Headed the drafting of a sustainability business plan to infuse the company's operations and long-term vision with a focus on the environmental and social benefits of our forestry and fossil fuel replacement products.

VOLUNTEER EXPERIENCE

Lance Randall Campaign for Seattle Mayor

Seattle, WA

Senior Policy Advisor

June 2020-August 2021

- Managed 12 policy experts to create campaign platform across 8+ policy areas, including housing, policing, behavioral health, climate, small business development, and arts/culture.
- Conducted media prep for candidate, including an appearance on Fox and Friends.

Board Member, City Fruit

Seattle, WA

President since January 2018, Secretary from January 2017 -January 2018

July 2016 – Present

- Wrote organization's financial control and exit interview, ombudsperson, and staff liaison
- Led board engagement with City Council, other government officials, for-profit companies, and policy groups

Coltura

Seattle, WA

Coalition Builder

November 2017-Present

- Drafted policy resolutions for state legislative districts and other interest groups to promote the phase out of gasoline- and diesel-powered vehicles in Washington State.
- Worked with businesses, nonprofits, and political groups to coordinate action on gasoline- and diesel-powered vehicle phase-out policy.

EDUCATION

University of Washington, Evans School of Public Policy and Governance

Seattle, WA

Masters of Public Administration. June 2016

Honors: Henry M. Jackson Fellow in Environmental Policy and Resource Management

Trinity University

San Antonio, TX

Bachelor of Science in Engineering Science and Bachelor of Arts in Environmental Studies. May 2014

Honors: Graduated Cum Laude

PUBLICATIONS

Yuan, M., Erdman J., Tang, C., and H. Ardebili. "High performance solid polymer electrolyte with graphene oxide nanosheets." RSC Adv., 2014, 4, 59637-59642.

Policy, Technology, and Sustainability Blog: <https://medium.com/@jeremyerdman>

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission May 2023

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	11/1/21	10/31/23	1	Mayor
			7.	Member	VACANT	11/1/21	10/31/23	1	Commission
		6	8.	Member	Steven Pray	11/1/21	10/31/23	1	Mayor
		3	9.	Member	Chelsey Wright	5/1/22	4/30/24	1	City Council
		3	10.	Member	Nathaniel Higby	5/1/22	4/30/24	2	Mayor
		3	11.	Member	Alex Mielcarek	5/1/22	4/30/24	1	City Council
		3	12.	Member	Brett Pepowski	5/1/22	4/30/24	2	Mayor
			13.	Member	Atif Osmani	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	11/1/21	10/31/23	1	City Council
		4	16.	Get Engaged	Lillian M. Williamson	9/1/22	8/31/23	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
		2	19.	Member	Victor Loo	11/1/21	10/31/23	2	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 <i>Diversity Chart</i> number (1 through 9)
**G	List <i>gender</i> , 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.



Legislation Text


File #: Appt 02534, **Version:** 1

Appointment of Gerald Seminatore as member, Seattle LGBTQ Commission, for a term to April 30, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Gerald Seminatore		
Board/Commission Name: Seattle LGBTQ Commission		Position Title: Commission Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Date Appointed:	Term of Position: * 5/1/2023 to 4/30/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Northgate	Zip Code: 98133	Contact Phone No.:
Background: <i>Before coming to Seattle, Gerald Seminatore served as the coordinator for the Savannah Qigong Collaborative, a pilot program to bring Tai Chi and Qigong to underserved communities in schools, libraries, community centers, and the Veterans Administration. Gerald is a former music educator and performing artist with some 30 years of experience in university and professional performance venues. His work in the LGBTQ+ community extends back to the 1990s when he was a volunteer for HIV/AIDS support organizations, as well as a producer and performer for musical events on World AIDS Day. As a member of the LGBTQ Commission, he hopes to extend his work towards collecting and sharing the stories of members of the community and discussing the need to follow LGBTQ impacting legislation on the local, state, and national levels. He also looks forward to sharing life experiences with other Commission members, and to continue to learn and evolve through intergenerational conversations, especially around themes of equity, representation, and inclusion.</i>		
Authorizing Signature (original signature): 	Appointing Signatory: Councilmember Tammy Morales Seattle City Council	
Date Signed (appointed): 4/18/2023		

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



CURRENT EMPLOYMENT

Recreation Leader, *City of Seattle Parks and Recreation* — 2022
Freelance/contract singer at Seattle churches — 2021-22
Arts grant Panelist, Los Angeles County Office of the Arts — 2022

TEACHING EXPERIENCE

(Related activities)

Certificates—

Reflective/Online

Teaching

Committee service

Academic advising

Curriculum development

Event programming

Committee service

Recruitment

Regional and national

conference presentations

for College Music Society

Clinician/adjudicator

for National Association

of Teachers of Singing

Visiting Assistant Professor, *Georgia Southern University* — 2016-18
Applied voice, vocal methods for instrumentalists
(Fixed term appointment)

Instructor, *El Camino College* — 2014-16 (Voice & musicianship)

Adjunct Professor, *Pepperdine University* — 2011-13 (Applied voice)

Adjunct Professor, *Biola University* — 2011-13 (Applied voice)

Assistant Professor, *California State University Fullerton* — 2003-11

Applied voice / Vocal methods / Diction / Repertoire

Performance techniques / German for singers

Large lecture courses for Music Appreciation

Coordinator for MM Voice program

Chair, University-wide Student Academic Life committee (3 yrs)

Producer for annual visiting artist & student projects

Project Manager, *California State University Summer Arts* — 2008-09

Developer and and coordinator for the “Complete Singer-Actor” course

(Chancellor’s Office Grant for statewide initiatives)

Visiting Assistant Professor, *University of Texas San Antonio* — 1999-2001

Applied voice / classroom topics / German for Singers

(Fixed term appointment)



RECENT PROFESSIONAL DEVELOPMENT

2020-21 Online courses from the University of Illinois College of Education
(New Learning, E-Learning Ecologies, Instructional Design Foundation, edTech)

Course sequence with Certificate from the University of British Columbia
Online Teaching—Development & Delivery

2019 “Voice Control Figures” Foundations and Level 1 Estill Voice Academy

C1 Examination and Certificate in German Goethe Institute
(5th of 6 levels in the European Framework)

Levels 1 & 2 Instructor Certifications Long White Cloud Qigong

RECENT PROFESSIONAL SINGING

2021-22 Section leader at St. James Cathedral, Seattle; frequent calls for other churches

2018-20 Choral Scholar/Section leader, Cathedral of St. John the Baptist, Savannah, GA

COMMUNITY ENGAGEMENT INITIATIVES

2018-20 Savannah Qigong Collaborative (organizer) www.savannahqigong.net

RELATED SKILLS

Native English; fluent German; reading in French, Italian, Spanish
Keyboard skills sufficient for studio teaching and basic accompanying

Tech: Google Workplace, Microsoft Office, WordPress, Windows, LMS

HIGHER EDUCATION

Certificate, Business Administration El Camino College
DMA / MM Voice/Directing University of Cincinnati
BA Liberal Arts Boston University

ORGANIZATIONS

Association for Body Mapping Education Affiliate member
National Association of Teachers of Singing Adjudicator, published

Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission

May 2023

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	11/1/21	10/31/23	1	Mayor
			7.	Member	VACANT	11/1/21	10/31/23	1	Commission
		6	8.	Member	Steven Pray	11/1/21	10/31/23	1	Mayor
		3	9.	Member	Chelsey Wright	5/1/22	4/30/24	1	City Council
		3	10.	Member	Nathaniel Higby	5/1/22	4/30/24	2	Mayor
		3	11.	Member	Alex Mielcarek	5/1/22	4/30/24	1	City Council
		3	12.	Member	Brett Pepowski	5/1/22	4/30/24	2	Mayor
			13.	Member	Atif Osmani	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	11/1/21	10/31/23	1	City Council
		4	16.	Get Engaged	Lillian M. Williamson	9/1/22	8/31/23	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
		2	19.	Member	Victor Loo	11/1/21	10/31/23	2	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 <i>Diversity Chart</i> number (1 through 9)
**G	List <i>gender</i> , 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.



Legislation Text


File #: Appt 02535, **Version:** 1

Appointment of Julia Jannon-Shields as member, Community Involvement Commission, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Julia Jannon-Shields</i>		
Board/Commission Name Community Involvement Commission		Position Title: Member-at-Large
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 6/1/2023 to 5/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Green Lake	Zip Code 98115	Contact Phone No.:
Background: Julia is a community planner working towards an equitable, sustainable future by centering minoritized experiences in governance, planning, & development. She amplifies this perspective in her role for the Community Engagement & Co-Creation Program at King County's Office of Equity, Racial & Social Justice; the Community Involvement Commission for the City of Seattle; the Puget Sound Regional Council (PSRC) Equity Advisory Committee; & as a Project Partner for BlackSpace Urbanist Collective. With the Community Involvement Commission, Julia is grateful for the opportunity to work towards a co-created city and bring forward a fresh perspective in traditional government spaces, while learning from others and the community.		
Authorizing Signature (original signature):  Date Signed (appointed): 4/18/2023	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

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

Julia Jannon-Shields

HIGHLIGHTS

- Passion for equitable development and community engagement efforts in pursuit of building a just, sustainable future
- Able to work independently and in teams effectively using cultural competency to build relationships, meet deadlines, lead collaboratively, resolve conflicts, develop recommendations, and implement plans
- 4 years of experience providing multicultural programming for underrepresented minoritized populations as a means of advocating for community, confronting power dynamics, and building trusting relationships
- 6 years public speaking, outreach, and program development; 4 years specific to equity training and multicultural outreach

EDUCATION

University of Washington

Bachelor of Arts in Community, Environment & Urban Planning

Bachelor of Arts in Social & Cultural Communication; Minor in Race & Gender Diversity Studies

Seattle, WA

June 2021

Cumulative GPA: 3.93/4.0

Senior Capstone: BI*ck Empowerment Party

- Project management experience conducting qualitative, participatory action research dedicated to discovering innovative methods of public involvement rooted in the histories and values of the Black community for them to be empowered stakeholders and catalysts in governance and development processes, increasing overall engagement

CEP 460: Planning in Context Practicum - City of Seattle Racial Equity Lab, Office of Civil Rights

Sep 2020 – Dec 2020

- Contributed to the development of a research project for regional planning studies related to transportation, land use, and economic development in the central Puget Sound region to identify key cultural spaces among BIPOC communities.
- Collaborated with other students and the City of Seattle to produce 10 survey and 12 interview questions that guided the design of an indicator to measure cultural displacement.
- Conducted surveys and interviews of 50 leaders from BIPOC-led community organizations to gather data to add to the City's inventory and digital map of cultural spaces.
- Coded qualitative research using Excel to find common themes in the use of public space

WORK & LEADERSHIP EXPERIENCE

Community Engagement & Co-Creation Lead | King County – Office of Equity & Social Justice

Mar 2022– present

- Serving as resource for King County around engagement & co-creation best practices & strategies through consulting, capacity building, & the development of a matrix of interaction tool (ex. KC Comprehensive Plan 2024, ESJ Strategic Plan, Racism as a Public Health Crisis)
- Establishing a cross agency community of practice to ensure consistent ways of uplifting, building relationships, & communicating with minoritized communities to rebuild generations of mistrust & harm
- Overseeing and facilitating community advisory groups (commissions, cabinets, workgroups, etc.) in order to elevate community need and liaison between community based organizations, community members, and government

Project Partner | BlackSpace Urbanist Collective (New York, NY - Remote)

April 2022 – present

- Designs positive learning environments, communicates workshop goals, and guides groups through thoughtful discussions intended to challenge, catalyze, and manifest new ways of protecting Black culture, spaces, and people
- Portfolio includes customized learning for the following: (1) American Planning Association - "Planning as a Path to Collective Healing & Liberation" (2) the National Building Museum (3) NYU Urban Democracy Lab (4) Habitat for Humanity

Community Involvement Commissioner | City of Seattle (Seattle, WA)

Appointed Oct 2021

- Advises and provides feedback across City departments on initiatives, proposals, and strategies related to equitable engagement
- Develops and amends bylaws and policies to advance programs aimed towards increasing public involvement of underrepresented and historically excluded identities in City decision-making processes
- Appointed to represent community and serve the city on the Community Involvement Commission by the Mayor's Office

Transportation Equity Workgroup Member | City of Seattle Dept. of Transportation (Seattle, WA) Jan 2022– April 2022

- Co-developed the Implementation Plan for and advancement of SDOT’s Transportation Equity Framework with community leaders and transportation agencies across the Puget Sound
- Provided recommendations on equitable engagement approaches and policy solutions to eliminate racially disparate outcomes related to transportation in Seattle
- Created bylaws and a long-term structure to establish the Transportation Equity Workgroup as a permanent body within SDOT and transportation systems region-wide

Diversity, Equity & Inclusion Program Manager | Cascade Public Media (Seattle, WA) Aug 2021 – Mar 2022

- Managed multiple DEI initiatives by monitoring and developing new projects, workshops, deliverables, events, and resources to drive inclusion, belonging and retention programs
- Provided guidance, facilitation, consultancy, and management organization wide as the DEI subject matter expert
- Cultivated relationships with internal and external diverse communities and organizations through involvement, communicating the impact of diversity initiatives and facilitating resource groups
- Oversaw & supported the DEI Change Management Council, affinity spaces, & all staff equity trainings & lunch & learns
- Conducted research and stays current on DEI programs, diversity-related issues, involvement initiatives, and best practices to develop, recommend, and execute creative strategies to foster the organization’s DEI goals

Community Leadership Institute Fellow | Puget Sound Sage (Seattle, WA) Sep 2021 – April 2022

- Receiving training on advocacy, budgeting, and parliamentary procedures focused on issues of housing, land use, transportation, climate, and development in local government to represent and serve community on boards, commissions, and task forces
- Building networks among multigenerational, underrepresented peers in the built environment to uplift one another and collaborate--both as individuals and between respective organizations--towards a Just Transition

Summer Project Associate | BDS Planning & Urban Design June 2021 – Aug 2021

- Co-created first framework for culturally responsive placemaking as means of engaging and centering underrepresented groups in public urban spaces impacted by gentrification, displacement, etc.
- Supported multiple equity, placemaking and engagement projects for public and private agencies through research, analysis, writing, visual communication and idea generation [City of Lynwood, City of Tacoma, City of SeaTac, King County, City of Long Beach (CA), Georgetown BID (D.C.)]
- Applied undergraduate capstone research centering outreach and Black placemaking to develop processes for more effective underrepresented participation in current practices of urban planning and design

Civic Engagement Fellow (Seattle) | IGNITE National (Remote) Aug 2020 – June 2021

- Conducted quantitative researching and community mapping of the Seattle area for political organizations and communities of color to inform outreach and inclusion tactics
- Facilitated public stakeholder meetings to share IGNITE’s mission and to build relationships with local community organizations to enhance current mission and approaches
- Designed and managed outreach materials, informational fact sheets, briefings, surveys, progress indicators, and constituent correspondence
- Created programming on political training and awareness workshops for women in collaboration with elected officials and other stakeholders to communicate technical information accessibly

Undegraduate Teaching Assistant CEP 200 | UW College of Built Environments (Seattle, WA) Jan 2020 – Mar 2020

- Educated 50 students Winter Quarter 2020 on elements of sustainable urban planning and transportation including racial equity and access in development processes
- Mentored students academically through the steps of conducting their own classroom facilitations and personally to create an Individualized Study Plan for being intentional in their time at the university
- Highlighted role of historical and systematic impacts of development in communities of color (gentrification, safety, displacement, mistrust, etc.) through curated workshops and events to innovatively engage students with lecture materials

AWARDS & RECOGNITIONS

UW Husky 100 Cohort 2020 - Recognized as 1 of 100 (of 59,000) undergraduate + graduate students from all 3 UW campuses making the most of their time at UW for commitment to creative community engagement methods and just, sustainable environments

Earth Day Northwest, Voices Carry Campaign 2020 - Selected as 1 of 50 influential regional & national voices to share their vision of a positive future over the next 5 years in hopes to inspire action for equitable sustainability & accountability alongside individuals like Governor Jay Inslee and Denis Hayes, founder of the Earth Day Movement

Community Involvement Commission

Sixteen Members: Pursuant to Ordinance 125192, all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 7 City Council-appointed
- 7 Mayor-appointed
- 2 Other Appointing Authority-appointed (specify): Commission-selected

Roster:*Updated 4/17/23

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		1	1.	City Council District 1 Member	VACANT	6/1/22	5/31/24	1	City Council
		2	2.	City Council District 2 Member	VACANT	6/1/21	5/31/23	1	City Council
		3	3.	City Council District 3 Member	VACANT	6/1/22	5/31/24	1	City Council
2	F	4	4.	City Council District 4 Member	Martha Lucas	6/1/23	5/31/25	2	City Council
2	M	5	5.	City Council District 5 Member	William (Bill) Southern	6/1/22	5/31/24	2	City Council
1	M	6	6.	City Council District 6 Member	Dong Soo Michael Seo	6/1/23	5/31/25	1	City Council
		7	7.	City Council District 7 Member	VACANT	6/1/22	5/31/24	1	City Council
2/9	F	6	8.	At-Large Member	Julia Jannon-Shields	6/1/23	5/31/25	1	Mayor
			9.	At-Large Member	VACANT	6/1/22	5/31/24	1	Mayor
			10.	At-Large Member	VACANT	6/1/21	5/31/23	1	Mayor
2	F	6	11.	At-Large Member	Ahoua Koné	6/1/22	5/31/24	1	Mayor
1	F	2	12.	At-Large Member	Saba Rahman	6/1/23	5/31/25	1	Mayor
2			13.	At-Large Member	VACANT	6/1/22	5/31/24	1	Mayor
6	F	4	14.	Get Engaged Member	Fiona Murray	9/1/22	8/31/23	1	Mayor
2	M	7	15.	Commission-Selected Member	Marcus White	6/1/21	5/31/23	1	Commission
			16.	Commission-Selected Member	VACANT	6/1/22	5/31/24	2	Commission

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	(1) Asian	(2) Black/ African American	(3) Hispanic/ Latino	(4) American Indian/ Alaska Native	(5) Other	(6) Caucasian/ Non-Hispanic	(7) Pacific Islander	(8) Middle Eastern	(9) Multiracial
Mayor		4			1	2*				1			1*
Council	2	1			1	2							
Other	1	0				1							
Total	3	5			2	5				1			1

*One Commissioner identifies as both (2) and (9) so totals will be different

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02536, **Version:** 1

Appointment of Saba Rahman as member, Community Involvement Commission, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Saba Rahman		
Board/Commission Name Community Involvement Commission		Position Title: Member-at-Large
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 6/1/2023 to 5/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: North Beacon Hill	Zip Code 98144	Contact Phone No.:
Background: <i>Saba Rahman (she/her) is committed to creating and advocating for equitable and just policies that support and empower BIPOC communities. She is passionate about bringing BIPOC community voices and influence into decision-making spaces. Saba previously helped develop a community-driven framework for climate justice for King County and continues to advocate for environmental justice in her current role.</i> <i>Saba is a proud Indian American that grew up in an Muslim-Hindu household in Maryland. She holds a Bachelor's degree in Environmental Science & Policy from the University of Maryland and completed her Masters in Public Administration at the University of Washington's Evans School of Public Policy & Governance. Saba hopes to continue to advocate for community voices in planning and policy development processes through participation on the Community Involvement Commission.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 4/18/2023	Appointing Signatory: Bruce A. Harrell Mayor of Seattle	

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

Saba Rahman

SKILLS

- Program Evaluation
 - Policy Analysis
 - Community Engagement
 - Inclusive Communication
 - Project Management
 - Cross-sector Collaboration
-

EDUCATION

Leadership Tomorrow

August 2022 - Present

This is a 10-month competitive cohort-based learning program that brings leaders from the private, public, and nonprofit sectors together to learn about and look at regional issues from a systemic point of view, centering racial equity, and practicing collective leadership across sectors and demographics. Through the program, I am completing a capstone project with Civic Commons focused on developing regional cross-sector partnerships and creating toolkits to integrate principles of belonging within organizations.

Master of Public Administration (MPA)

June 2020

University of Washington – Evans School of Public Policy & Governance, Seattle

Focuses in Environmental Policy and Management & Public Finance

Relevant Coursework: *Program Evaluation, Race and Equity in Policy and Governance, Managing Organizational Performance, Values and Bias, Economics for Policy Analysis and Management*

B.S. Environmental Science and Policy

May 2016

University of Maryland, College Park

Focus in Wildlife Ecology and Management

RELEVANT EXPERIENCE

Equity + Engagement Specialist

May 2021 – Present

Puget Sound Clean Air Agency | Seattle, WA

- Managing Focus Community program that aims to mitigate the impact of air pollution on communities that are disproportionately impacted in the region and expand awareness of associated health impacts.
- Developing strong relationships and partnerships with community leaders and community-based organizations to address environmental injustices in the region in collaboration.
- Guiding and collaborating with the internal engagement teams that work with communities most impacted by climate change to achieve the Agency's environmental justice goals.
- Evaluating and improving internal policies and practices to better integrate equity and environmental justice principles and commitments.
- Managing fiscal contracts and partnerships with government agencies and community-based organizations that make process on community-identified environmental justice goals.

Climate Engagement and Preparedness Coordinator

May 2019 – April 2021

King County Department of Natural Resources and Parks | Seattle, WA

- Cultivated community partnerships and executed equitable community engagement surrounding the 2020 update of King County's Strategic Climate Action Plan (SCAP).
- Applied a community-driven approach to development of climate policies around climate equity and environmental justice in King County's Strategic Climate Action Plan (SCAP).
- Developed strategic plans to engage community members through inclusive and culturally relevant materials, workshops, educational opportunities, newsletters, website updates, and social media.
- Managed a consulting team and intern to research and develop implementation strategies for the

climate justice actions in the strategic plan.

Consultant

December 2019 – June 2020

Washington Department of Ecology | Seattle, WA

- Performed research, including interviews, on models of environmental justice policy-making across sectors that can be applied to the Department of Ecology’s programs and policies.
- Provided guidance on integrating an equity and/or environmental justice lens to the departments program development practices in partnership with WA state’s Environmental Justice Task Force.

Development Coordinator

January - July 2018

The ALS Association DC/MD/VA Chapter | Rockville, MD

- Built and executed fundraising and cultivation plans that engaged donors and corporate prospects.
- Developed strategic plans to reach fundraising goals of \$200,000 for annual programs I managed.
- Developed, implemented, and supported new and existing annual events and managed all logistics for large-scale events with 500 to 1,000 attendees.

Biological Technician at Manassas National Battlefield Park

June - September 2017

National Park Service | Manassas, VA

- Performed habitat surveys, created a management plan, and executed this plan to support the Northern Bobwhite Quail population.
- Successfully completed the Mosaics Diversity Program including presenting of my final research at an educational conference surrounding diversity in the natural resource field.

VOLUNTEER EXPERIENCE

Commissioner

June 2022 – Present

City of Seattle’s Community Involvement Commission | Seattle, WA

The Community Involvement Commission advises the Mayor, City Council, and the Seattle Department of Neighborhoods on equitable public engagement strategies with a focus on underrepresented communities.

Community Involvement Commission

Sixteen Members: Pursuant to Ordinance 125192, all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 7 City Council-appointed
- 7 Mayor-appointed
- 2 Other Appointing Authority-appointed (specify): Commission-selected

Roster:*Updated 4/17/23

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		1	1.	City Council District 1 Member	VACANT	6/1/22	5/31/24	1	City Council
		2	2.	City Council District 2 Member	VACANT	6/1/21	5/31/23	1	City Council
		3	3.	City Council District 3 Member	VACANT	6/1/22	5/31/24	1	City Council
2	F	4	4.	City Council District 4 Member	Martha Lucas	6/1/23	5/31/25	2	City Council
2	M	5	5.	City Council District 5 Member	William (Bill) Southern	6/1/22	5/31/24	2	City Council
1	M	6	6.	City Council District 6 Member	Dong Soo Michael Seo	6/1/23	5/31/25	1	City Council
		7	7.	City Council District 7 Member	VACANT	6/1/22	5/31/24	1	City Council
2/9	F	6	8.	At-Large Member	Julia Jannon-Shields	6/1/23	5/31/25	1	Mayor
			9.	At-Large Member	VACANT	6/1/22	5/31/24	1	Mayor
			10.	At-Large Member	VACANT	6/1/21	5/31/23	1	Mayor
2	F	6	11.	At-Large Member	Ahoua Koné	6/1/22	5/31/24	1	Mayor
1	F	2	12.	At-Large Member	Saba Rahman	6/1/23	5/31/25	1	Mayor
2			13.	At-Large Member	VACANT	6/1/22	5/31/24	1	Mayor
6	F	4	14.	Get Engaged Member	Fiona Murray	9/1/22	8/31/23	1	Mayor
2	M	7	15.	Commission-Selected Member	Marcus White	6/1/21	5/31/23	1	Commission
			16.	Commission-Selected Member	VACANT	6/1/22	5/31/24	2	Commission

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		4			1	2*				1			1*
Council	2	1			1	2							
Other	1	0				1							
Total	3	5			2	5				1			1

*One Commissioner identifies as both (2) and (9) so totals will be different

Key:

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02537, **Version:** 1

Reappointment of Martha Lucas as member, Community Involvement Commission, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Martha Lucas</i>		
Board/Commission Name: <i>Community Involvement Commission</i>		Position Title: <i>City Council District 4 Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 6/1/2023 to 5/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>University District</i>	Zip Code: <i>98105</i>	Contact Phone No.:
Background: <i>Martha was born in Ethiopia and moved to Seattle at the age of 2. Martha is a proud double Husky and long-time North Seattle resident with a background in management, public health, education, insurance, caregiving, and 25+ years of community service. For over eight years, Martha has been a local insurance broker in car, home, business, life, disability, and Medicare.</i> <i>Currently, Martha is the Executive Director of Washington State Coalition of African Community Leaders (WSCACL), which is the largest African diaspora led and serving non-profit in Washington with 55 member organizations and 85 individuals.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): 4/17/2023		Appointing Signatory: <i>Insert appointing signatory name</i> <i>Insert appointing signatory title</i>

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

Martha Lucas



EDUCATION

University of California Irvine Extension, Irvine, CA
Certificate of Contract Management

University of Washington, Seattle WA
Masters in Health Administration

University of Washington, Seattle, WA
Bachelor of Art's in Political Science

PAID/NON PAID EXPERIENCE

- **Washington State Coalition of African Community Leaders, Seattle, WA**

Executive Director

- Raised over \$800,000 in funding
- More than tripled WSCACL membership which has led to the development of the largest African diaspora led and serving non-profit in Washington state
- Increased the active volunteer participation by over 10-fold of African Diaspora community leaders with leaders now from every region reflected and representation from the LGBTQIA+ and faith-based leaders working harmoniously together
- Organized COVID-19 vaccination clinics of hundreds of BIPOC community members in King, Snohomish, and Pierce County.
- Developed the first African Culture & Heritage Youth Program to raise awareness about African and African American culture & heritage taught at Rainier Valley Leadership Academy
- Led the largest African Census awareness and completion project which included the production of Washington's first African census poster translated into 8 major African languages.
- Developed innovative co-governance leadership model and organizational structure
- Secured 501c(3)

- **Insurance Broker, Bellevue, WA**

Self-Employed

- Licensed in Life, Health, Property, & Casualty Insurance for eight years.

- **Late Stage Dementia Care Giver, Seattle, WA**

- Act as Stand-by-Guardian during Guardian's vacations
- Caregiver for father during second through four stages of Dementia
- Coordinate estate planning, legal, and financial affairs
- Facilitate all culturally appropriate care planning meetings with healthcare providers and professionals

- **Veteran Affairs Puget Sound Medical Center, Seattle, WA**

Home Based Primary Care (HBPC) Volunteer

- Serve as Administration Support for Seattle, American Lake, Bremerton, and Port Angeles HBPC sites
- Develop spreadsheets to track and monitor equipment/supplies/work-orders, update medical staff directory, create Standard Operating Procedures (SOPs) for all tasks, maintain staff personnel files, and man multi-line phone.
- CPRS and VISTA user

Married Active Duty Air Force Contract Officer and facilitated move from WA-OH-CA

- **Washington State Department of Health, Shoreline, WA**

Early Hearing-loss Detection, Diagnosis and Intervention (EHDDI) Health Services Consultant

- Coordinated WA state's Newborn Hearing Screen Learning Collaborative project sponsored by the Health Resources Services Administration (HRSA)
 - Facilitated the Care Plan and Quality Improvement Committees which both produced deliverables modeled in other states, which included parent materials more diversely reflective of the changing state demographics
 - Negotiated donation of nine pieces of newborn hearing screen equipment valued at a total of \$153K from an external partner
 - Center for Disease Control's Early Hearing Detection and Intervention (EHDI) Diversity committee member
 - Received awards for participation in Parent Survey and Public Health Standards Assessment Teams
- **Mercer Middle School & Seahawks Academy, Seattle, WA**
Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Coordinator
 - Supervised GEAR UP program staff of six and Budget of \$61K
 - Tripled number of GEAR Up college tutors
 - Doubled number of regular after school low income and at-risk students participating in program
 - Negotiated an increase in \$55K for the upcoming school year
- **Texas Health Resources (THR), Arlington, Texas**
Administrative Resident stationed at Harris Methodist Hospital, Fort Worth, Texas
 - First Administrative Resident to manage one of our system flagship hospitals, Harris Methodist's largest budget of \$25M
 - Evaluated the financial solvency for the Trauma-Careflite Service Line Business and co-facilitated Strategic Plan process at Harris Methodist Hospital
 - Designed, administered, and presented the Annual Physician Satisfaction Survey at Harris Methodist Hospital
 - Chaired the THR Healthcare Career Day Project which exceeded our touch target which included many underrepresented students by 280%, negotiated several prizes from Human Resources, and developed a pre and post survey that provided our CEO data on the effectiveness of the program.
- **Tigray Community Center, Seattle, WA**
Community Development Manager
 - Facilitated first youth led fundraising activities that raised over \$2K and developed additional products to sell for Tigray Community Center's Seattle Youth Entrepreneur Program
 - Developed curriculum and taught Tigrean at-risk (Ethiopian) teenagers practical business skills such as marketing, leadership, strategic planning, and management by objectives
 - Taught positive life skills, mentored students, and encouraged youth to buy local and live greener
- **University of Pennsylvania, Philadelphia, PA**
Mellon Minority PhD Demography Fellowship
 - Redesigned African Census Analysis Project website utilizing Microsoft FrontPage
 - Edited Dr. Tukufu Zuberi's manuscript, "Thicker than Blood: How Racial Statistics Lie"
 - Took Ph D courses in Quantitative Methods, Statistics, and Demography
- **University of Washington/University of Zimbabwe, Harare, Zimbabwe**
Minority International Research Training Epidemiology Fellowship-Undergraduate
 - Entered, cleaned, and analyzed data using EPI Info 6.0 for congenital syphilis study
 - Co-authored paper accepted for poster presentation at Population Association of America Conference
 - Presented preliminary results at Third Annual Minority International Research Training Conference at University of Zimbabwe

RESEARCH/PUBLICATIONS/PRESENTATION

- Co-authored journal article, "Community Care Networks: Linking Vision to Outcomes. Doug Conrad, Jennifer Harville, and Martha Lucas et al. Medical Research Review: October 2003."
- Entered, cleaned, and analyzed data using EPI Info 6.0 for congenital syphilis study
- Highly adaptable presentation style based on audience and environment. Presented for diverse audiences and stakeholders ranging from 2 to 200 people

NON PROFIT

- City of Seattle Community Involvement Commission, District 4
- Washington State Coalition of African Community Leaders, Executive Director, Grants Manager, Census Project Manager
- Puget Sound Sage Community Leadership Institute (CLI) Program 2020
- Tigray Women's Advisory Council
- Tigray Community Center Lifetime Member
- Co-founder of Mela Group, 501 (3) c, group of Ethiopian professionals working towards the betterment and empowerment of underprivileged Ethiopians in the United States and abroad- Member of Legal & Grant committee
- Mentored graduate, college, high school, middle, elementary school at risk students of color
- Sunday Homeless dinner volunteer at Blessed Sacrament Church, Seattle
- Promoted free health care services for minority and at-risk women at community health fairs for the Center of Multicultural Health
- Promoted Horn of Africa social services to immigrants at community events
- Designed and implemented fundraising campaigns for UW MHA program and Phi Theta Kappa Honor Society
- Organized and managed two successful campaigns for student government
- Appointed UW Student senator as Undergraduate and Graduate
- Re-activated chapter and filled vacant officer seats for Pi Iota Chapter of Phi Theta Kappa Honor Society

ASSOCIATIONS

National Black MBA Association, Professional Women of Color Network

Community Involvement Commission

Sixteen Members: Pursuant to Ordinance 125192, all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 7 City Council-appointed
- 7 Mayor-appointed
- 2 Other Appointing Authority-appointed (specify): Commission-selected

Roster:*Updated 3/20/23

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		1	1.	City Council District 1 Member	VACANT	6/1/22	5/31/24	1	City Council
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1	M	6	6.	City Council District 6 Member	Dong Soo Michael Seo	6/1/23	5/31/25	1	City Council
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1	F	6	12.	At-Large Member	Saba Rahman	6/1/23	5/31/25	1	Mayor
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6	F	4	14.	Get Engaged Member	Fiona Murray	9/1/22	8/31/23	1	Mayor
2	M	7	15.	Commission-Selected Member	Marcus White	6/1/21	5/31/23	1	Commission
			16.	Commission-Selected Member	VACANT	6/1/22	5/31/24	2	Commission

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	(1) Asian	(2) Black/ African American	(3) Hispanic/ Latino	(4) American Indian/ Alaska Native	(5) Other	(6) Caucasian/ Non-Hispanic	(7) Pacific Islander	(8) Middle Eastern	(9) Multiracial
Mayor		4			1	2*				1			1*
Council	2	1			1	2							
Other	1	0				1							
Total	3	5			2	5				1			1

*One Commissioner identifies as both (2) and (9) so totals will be different

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02538, **Version:** 1

Reappointment of Dong Soo Michael Seo as member, Community Involvement Commission, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Dong Soo Michael Seo		
Board/Commission Name: Community Involvement Commission		Position Title: City Council District 6 Member
Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 6/1/2023 to 5/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Ballard	Zip Code: 98107	Contact Phone No.:
Background: I was born in Illinois, grew up in Seoul, and spent my 20's in New York City and am now calling Ballard my home. Daily and nightly basis I bike or bus (sometimes light rail too!) around Seattle and talk to anybody anytime in any neighborhood to see what is up. I would like to help Seattleite get more involved in community actions. I believe in people's collective power. This city should not be run and driven by just a few politicians, (self claimed) visionaries and influencers. I started my career as a local newspaper reporter. I learned how to communicate with all walks of life and how to give them voices. I then went to a grad school and studied readily applicable urban planning & community development theories and practices. After that, I worked for a community development finance institution, where I helped a series of innovative community & economic development projects. Then I moved to a labor union to learn more about economic justice and community organizing. I am now working for a nationwide cooperative developer & investor, helping community members start their own food, housing, and worker co-ops.		
Authorizing Signature (original signature):  Date Signed (appointed): 4/17/2023	Appointing Signatory: Tammy Morales Seattle City Councilmember, District 2	

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

DONG SOO MICHAEL SEO

WORK EXPERIENCE

Shared Capital Cooperative, Remote

Portfolio Analyst (Full Time) Feb. 2022 – Present

- Reach out to communities throughout the nation to help them start Worker, Housing, Food cooperatives.
- Analyze financial performance of co-op borrowers.
- Help Lending team underwrite investment deals.
- Manage compliance reporting projects for investors and grantors.

SEIU775, Seattle, WA

Data Analyst (Full Time) April 2020 – Feb.2022

- Examined and maintained data integrity of 775's membership database.
- Designed financial models for collective bargaining with WA state government and private agencies.
- Analyzed the performance of 775's political campaigns including A/B testing, GIS, and sentiment analysis.
- Created data visualization and perform quantitative analyses for 775's Research Team projects.

Local Initiatives Support Corporation, New York, NY

Senior Financial Analyst (Full Time) Aug. 2017 – Feb. 2020

- Built dashboards and performed analysis for CFO and other executives.
- Served as the internal point person for loan portfolio information at LISC. Reported on loan portfolio performance and trends to LISC's Board of Directors and Senior Management
- Coordinated compliance and performance reportings for investors and regulators to LISC. Coordinated due diligence packages for appraisers (S&P) and investors.
- Defined LISC's performance data. Improved data quality procedures.
- Designed and implemented procedures to increase operational efficiency.

Cornell University, Ithaca, NY

GIS Teaching Assistant (Paid Assistantship) Aug. 2015 – May 2017

- Taught how to utilize GIS for urban data analyses. Taught how to acquire, process, and visualize Census data.

The Korea Central Daily News, Inc. (JoongAng Ilbo), Queens, NY

News Reporter (Full Time) Aug. 2012 – Dec. 2013

- Wrote over 100 articles on affordable housing, real estate finance, city planning issues.
- Wrote over 800 articles on public service, NGO, immigration issues.
- Conducted full-length interviews with over 50 people from all walks of life.

Republic of Korea Army 1519 Field Artillery Battalion, Gyeonggi-do, Korea

Fire Direction Officer (1st Lieutenant, Full Time Active) Mar. 2010 – June 2012

- Led platoon composed of over 70 privates. Calculated exact artillery firing data under urgent situations.

SKILLS & TRAINING

Computer: Excel, VBA / Google Spreadsheet, App Script / SQL / ArcGIS, QGIS, Carto, R(spatial modeling packages) / JavaScript / Google Data Studio / Salesforce / Python / HTML, CSS / Git, GitHub

Spoken Language: Fluent in Korean

Interests: Perform improv comedy for live audiences

EDUCATION

Hunter College, New York, NY: GIS Certificate (Coursework completed, not administratively certified yet) May 2020

Cornell University, Ithaca, NY: Master of Regional Planning (with Real Estate Finance Minor) May 2017

Hankuk University of Foreign Studies (HUFS), Seoul, Korea: Bachelor of Arts; English Linguistics (1st major),
Bachelor of Political Science; Journalism & Media Studies (2nd major) Feb. 2010

Community Involvement Commission

Sixteen Members: Pursuant to Ordinance 125192, all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 7 City Council-appointed
- 7 Mayor-appointed
- 2 Other Appointing Authority-appointed (specify): Commission-selected

Roster:*Updated 3/20/23

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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2	M	7	15.	Commission-Selected Member	Marcus White	6/1/21	5/31/23	1	Commission
			16.	Commission-Selected Member	VACANT	6/1/22	5/31/24	2	Commission

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		4			1	2*				1			1*
Council	2	1			1	2							
Other	1	0				1							
Total	3	5			2	5				1			1

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02539, **Version:** 1

Appointment of Heather L. Hargesheimer as member, International Special Review District Board, for a term to December 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Heather L. Hargesheimer		
Board/Commission Name: International Special Review District Board		Position Title: Position #6 – Appointee
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment OR <input type="checkbox"/> Elected		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:		Term of Position: * 1/1/2023 to 12/31/2024
Residential Neighborhood: Queen Anne	Zip Code: 98109	Contact Phone No.: [REDACTED]
Legislated Authority: Ordinance 112134		
Background: Heather Hargesheimer is an architect, with over 30 years of experience, and a resident of Seattle. She has experience working with the Design Review Boards and most recently with the Pioneer Square Preservation Board, as an applicant working on the Chief Seattle Club. She has given tours of the Chinatown International District in conjunction with the Seattle Architecture Foundation. She values the importance of honoring the history of the CID while recognizing opportunities for reuse of historic resource that look toward the future.		
Authorizing Signature (original signature):  Date Signed: 3/31/2023		Appointing Signatory: Bruce A. Harrell Mayor of Seattle



Work with Third Place Design Cooperative (2021 to present)

Director of Architecture, Project Manager and Designer for a variety of mixed use and institutional projects with responsibility for the design, client management, documentation, project's design team management and project's design team budget.

Work with Jones and Jones (2018- 2021)

Project Manager and Designer for a variety of mixed use and institutional projects with responsibility for the design, client management, documentation, project's design team management and project's design team budget.

Al?al Building , Seattle, Washington

Project Manager and Designer for a new mixed use building in Pioneer Square. It is a 85,000 sf building with 80 units of housing over approx. 4,000 sf of retail, clinic and office space for the Chief Seattle Club. The client group is diverse social service agency whose focus is on outreach to homeless Native Americans. Coordinator for the community outreach and presentor to the Pioneer Square Preservation Board. Al?al means 'home' in Lutsuootseed (primary language of the Native Americans in this region).

Additional projects @ Jones and Jones:

- Redesign of Forston Square; a public park in Pioneer Square
- Downtown Clinic with pharmacy for Seattle Indian Health Board and redevelopment of a bldg in Pioneer Square into offices for the Chief Seattle Club
- Assisted clients with art procurement programs that include goals for the Art program, location plans and call for artist packages.

Work with Weinstein AU (2001 - 2007, 2015 - 2018)

Principal, Project Manager, and Designer for a variety of mixed use and institutional projects with responsibility for the design, documentation, project's staffing/ management and project's design team budget. Projects have included multi-disciplinary teams, dynamic client groups, challenging contexts, and public participation.

- Lead multiple projects and project teams

Below is a selection of my projects:

Midtown , Seattle, Washington

Principal/Project Manager for Concept Design through Design Development of the full block redevelopment in the Central District of Seattle. It is a 440,000 sf complex of buildings with 429 units of housing over approx. 26,000 sf of retail. The Concept for the project revolves around the approx. 10,000 sf public square in the center. I managed and co-coordinated the extensive community outreach.

Professional Registration

LEED™ Accredited Professional, US Green Building Council, 2004

Licensed Architect, State of Washington, 2000

Education

Kent State University, Bachelor of Architecture, 1993

Kent State University, Bachelor of Science in Architecture, 1992

Semester Study in Florence, Italy, 1992



Heather L Hargesheimer, AIA LEED AP

1405 Dexter , Seattle, Washington

Project Manager/Project Designer for Concept Design through Construction Documents of concrete frame high-rise condominium project. It has 98 luxury units with an extensive rooftop amenity space. There is approx. 5,000 sf of street facing retail and 110 underground parking spaces.

Additional projects @ Weinstein:

- Gregg's Cycle shop in Bellevue
- A performance hall and gallery for Cornish Collage of the Arts
- Early concept design packages for various clients such as for a new facility for Capitol Hill Housing and JazzED; a after school music program for kids, a small mixed use project for the Chief Seattle Club to provide transitional from homeless housing, clinic and gallery/cafe to celebrate Native art.

Work with Heliotrope (2012 - 2015)

Project Manager and Designer for a variety of restaurants and custom single family projects with responsibility for the design, documentation, and project management.

Various Restaurants , Seattle, Washington

Project Designer/Manager for Concept Design through Construction Administration for several small restaurants, including Trove, and Manolin. I managed the client interaction, design process, consultants and performed Construction Administration services.

Marketplace 1 and II, Seattle Washington

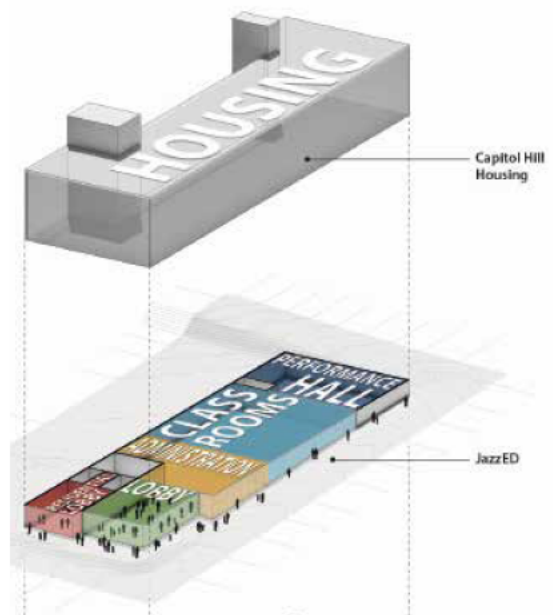
Project Manager for Concept Design through Construction Documents of a complete update of street level and entries to an 80's office complex north of Pike Place Market. We transformed the barren and dangerous courtyard into a new space for a high end restaurant and a new gathering spot with opportunities for plantings and seating. We also redesigned all the storefronts along the street level to reinvigorate the property for the new ownership.

Work with Scott:Edwards Architecture in Portland OR (2008 - 2010)

Project Architect, Manager and Designer for a variety of projects with responsibility of the main client contact, design, documentation, project's design team management including budget.

Sequoia Mental Health Services and Spruce Place Apartments, Aloha, Oregon

Project Architect/Manager for Concept Design through Construction Documents of a 26,000 sf mixed use building. Program includes 4,000 sf clinic, 8,000 sf administrative offices, 2,000 sf community meeting space and 15 low income housing units. Project required Conditional Use Approval with several community



Work with Mithun (1997 - 2002)

Project Architect, Manager, and Designer on a variety of housing and mixed-use projects with responsibility for design, documentation, client contact, design team management, and project budgets.

Mithuniversity

Head of office's in-house continuing education program. Managed committee of 8 people who developed and coordinated year-round educational programs in the areas of practice: design, technical, project management and technology for the staff. Mithun is a registered AIA CES provider.

Habitat for Humanity Snoqualmie Ridge Homes Snoqualmie, WA

Project Architect for Concept Design through Construction Administration of a planned neighborhood for 50 families. Organized volunteer workparties for office.

Additional projects @ Mithun:

- Project Architect for a 248 student dormitory (Emerson Hall) for Seattle Pacific University.
- Co-designer of custom beach house in New Zealand.

Community and Personal Development

AIA Seattle: Design in Public

2019 to present

Board member and fundraiser.

Seattle Architectural Foundation

1993 to 2007

Developed and guided tours of Seattle neighborhoods. Committee member to create an architectural guidebook for the City of Seattle. Book launched in fall 2007.

Habitat for Humanity 1995 to 2002

Design and construction document production for 2 houses for the Seattle Branch (in partnership with Mithun). Jury member for a Tennessee Habitat branch Design Competition. Committee member for the construction coordination of the 2 week, 20 home blitz-build for the East King County branch. Committee established blitz-build schedule and created a jobsite manual for volunteers.

Painting and Sketching ongoing

pen, pencil, watercolor and encaustic



Painting and Sketching ongoing
pen, pencil, watercolor and encaustic



International Special Review District Board

7 members: Per *Ordinance 112134*, *SMC 23.66.020*, and *SMC 23.66.312*, two of which are subject to City Council confirmation, 2-year terms:

- 2 Mayor-appointed
 - 5 Other Appointing Authority-appointed: Special Review District election
- All residents, persons who operate businesses, their employees, and property owners of the special review district shall be eligible to vote. The five (5) elected members of the Board shall consist of:
- Two (2) members who own property in the International District, or who own or are employed by businesses located in the International District
 - Two (2) members who are either residents (including tenants), or persons with a recognized and demonstrated interest in the welfare of the International District Community
 - One (1) member at large

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
5	M	n/a	1.	Property owner in the International District, or own or are employed by businesses located in the International District	Ryan Gilbert	12/1/21	11/30/23	1	Special Review District
1	M	n/a	2.	Resident, or person with a recognized and demonstrated interest in the welfare of the International District Community	Ming Zhang	12/1/21	11/30/23	1	Special Review District
1	M	5	3.	Property owner in the International District, or own or are employed by businesses located in the International District	Michael Le	12/1/22	11/30/24	2	Special Review District
1	M	n/a	4.	Resident, or person with a recognized and demonstrated interest in the welfare of the International District Community	Andy Yip	12/1/21	11/30/23	2	Special Review District
1	F	1	5.	At-Large	Nella Kwan	12/1/22	11/30/24	2	Special Review District

6	F	7	6.	Architect	Heather L. Hargesheimer	1/1/23	12/31/24	1	Mayor
1	M	3	7.	Architect	Adrian Lam	1/1/22	12/31/23	1	Mayor

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	1	1			4				1	1			1
Council													
Other	4	1											
Total	5	2			4				1	1			1

Key:

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

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

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: CB 120554, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

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

WHEREAS, the Landmarks Preservation Ordinance, Chapter 25.12 of the Seattle Municipal Code (SMC),

establishes a procedure for the designation and preservation of sites, improvements, and objects having historical, cultural, architectural, engineering, or geographic significance; and

WHEREAS, the Landmarks Preservation Board (“Board”), after a public meeting on May 5, 2021, voted to approve the nomination of the improvement located at 1508 10th Avenue E and the site on which the improvement is located (which are collectively referred to as “The Fairfax”) for designation as a landmark under SMC Chapter 25.12; and

WHEREAS, after a public meeting on June 16, 2021, the Board voted to approve the designation of The Fairfax under SMC Chapter 25.12; and

WHEREAS, on February 2, 2022, the Board and The Fairfax’s owner agreed to controls and incentives to be applied to specific features or characteristics of the designated landmark; and

WHEREAS, the Board recommends that the City Council enact a designating ordinance approving the controls and incentives; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Designation. Under Seattle Municipal Code (SMC) 25.12.660, the designation by the Landmarks Preservation Board (“Board”) of the improvement located at 1508 10th Avenue E and the site on

which the improvement is located (which are collectively referred to as “The Fairfax”) is acknowledged.

A. Legal Description. The Fairfax is located on the property legally described as:

All of Lot 5 and the west 17 feet of Lot 2 in Block 3 of the 1904 Hollywood Addition to the city of Seattle according to the plat thereof, recorded in Volume 11 of plats, page 43, in King County, State of Washington.

B. Specific Features or Characteristics Designated. Under SMC 25.12.660.A.2, the Board designated the following specific features or characteristics of The Fairfax:

1. The site.
2. The exterior of the building.
3. The main interior stairway.

C. Basis of Designation. The designation was made because The Fairfax is more than 25 years old; has significant character, interest, or value as a part of the development, heritage, or cultural characteristics of the City, state, or nation; has integrity or the ability to convey its significance; and satisfies the following SMC 25.12.350 provisions:

1. It embodies the distinctive visible characteristics of an architectural style, or period, or of a method of construction (SMC 25.12.350.D).
2. It is an outstanding work of a designer or builder (SMC 25.12.350.E).

Section 2. Controls. The following controls are imposed on the features or characteristics of The Fairfax that were designated by the Board for preservation:

A. Certificate of Approval Process.

1. Except as provided in subsection 2.A.2 or subsection 2.B of this ordinance, the owner must obtain a Certificate of Approval issued by the Board according to SMC Chapter 25.12, or the time for denying a Certificate of Approval must have expired, before the owner may make alterations or significant changes to the features or characteristics of The Fairfax that were designated by the Board for preservation.

2. No Certificate of Approval is required for the following:

a. Any in-kind maintenance or repairs of the features or characteristics of The Fairfax that were designated by the Board for preservation.

b. Removal of trees that are not included in any of the following categories:

1) Significant to the property's history or design, as outlined in the nomination application.

2) A designated Heritage Tree on the City of Seattle/Plant Amnesty list.

3) An Exceptional Tree per City of Seattle regulations.

c. Planting of new trees in locations that will never obscure the view of designated features of the landmark, or physically undermine a built feature of the landmark.

d. Planting or removal of shrubs, perennials, or annuals, in locations that will never obscure the view of designated features of the landmark, or physically undermine a built feature of the landmark.

e. Installation, removal, or alteration (including repair) of underground irrigation and underground utilities, provided that the site is restored in kind.

f. Installation, removal, or alteration of the following site furnishings: benches, chairs, tables, swings, movable planters, and trash/recycling receptacles.

g. Installation or removal of interior, temporary window shading devices that are operable and do not obscure the glazing when in the open position.

B. City Historic Preservation Officer (CHPO) Approval Process.

1. The CHPO may review and approve alterations or significant changes to the features or characteristics listed in subsection 2.B.3 of this ordinance according to the following procedure:

a. The owner shall submit to the CHPO a written request for the alterations or significant changes, including applicable drawings or specifications.

b. If the CHPO, upon examination of submitted plans and specifications, determines that

the alterations or significant changes are consistent with the purposes of SMC Chapter 25.12, the CHPO shall approve the alterations or significant changes without further action by the Board.

2. If the CHPO does not approve the alterations or significant changes, the owner may submit revised materials to the CHPO, or apply to the Board for a Certificate of Approval under SMC Chapter 25.12. The CHPO shall transmit a written decision on the owner's request to the owner within 14 days of receipt of the request. Failure of the CHPO to timely transmit a written decision constitutes approval of the request.

3. CHPO approval of alterations or significant changes to the features or characteristics of The Fairfax that were designated by the Board for preservation is available for the following:

a. The installation, removal, or alteration of ducts, conduits, HVAC vents, grills, pipes, panels, weatherheads, wiring, meters, utility connections, downspouts and gutters, or other similar mechanical, electrical, and telecommunication elements necessary for the normal operation of the building or site.

b. Removal of trees more than 6 inches in diameter measured 4-1/2 feet above ground, when identified as a hazard by an International Society of Arboriculture (ISA) Certified Arborist, and not already excluded from review in subsection 2.A.2.b of this ordinance.

c. Installation, removal, or alteration of exterior non-historic light fixtures, exterior security lighting, and security system equipment. If proposed equipment is similar in size and location to existing, staff may determine it to be in-kind maintenance, provided the fixture or equipment does not obscure designated features and is attached to a material that is easily repairable.

d. Installation, removal, or alteration of exterior building and site signage.

e. Installation of improvements for safety or accessibility compliance.

f. Installation, removal, or alteration of fire and life safety equipment.

g. Changes to exterior paint colors when painting a previously painted material. If the proposed color is similar to the existing, staff may determine it to be in-kind maintenance.

h. Replacement of non-original windows and doors when located in original openings.

i. Replacement of original basement windows for improved security, provided the appearance of the replacement windows is compatible with the designated features of the building exterior.

j. Alterations to the designated interior features.

k. New fences in rear or side yards that are installed east of the front facade of the building; and no review required if fence is determined to be located on adjacent property.

l. Removal or alteration of the roof stair penthouse and non-historic rooftop recreational deck, guardrails, skylights, and sauna. If changes are not substantial the staff may determine them to be in-kind maintenance.

m. Installation of photovoltaic panels on the main roof.

n. Installation of new skylights on the main roof.

o. Installation, removal, or alteration of minor landscape features.

p. Emergency repairs or measures (including immediate action to secure the area, install temporary equipment, and employ stabilization methods as necessary to protect the public's safety, health, and welfare) to address hazardous conditions with adverse impacts to the building or site as related to a seismic or other unforeseen event. Following such an emergency, the owner shall adhere to the following:

1) The owner shall immediately notify the City Historic Preservation Officer and document the conditions and actions the owner took.

2) If temporary structural supports are necessary, the owner shall make all reasonable efforts to prevent further damage to historic resources.

3) The owner shall not remove historic building materials from the site as part of the emergency response.

4) In consultation with the City Historic Preservation Officer and staff, the owner shall adopt and implement a long-term plan to address any damage through appropriate solutions.

Section 3. Incentives. The following incentives are granted on the features or characteristics of The

Fairfax that were designated by the Board for preservation:

A. Uses not otherwise permitted in a zone may be authorized in a designated landmark by means of an administrative conditional use permit issued under SMC Title 23.

B. Exceptions to certain of the requirements of the Seattle Building Code and the Seattle Energy Code, adopted by SMC Chapter 22.101, may be authorized according to the applicable provisions.

C. Special tax valuation for historic preservation may be available under chapter 84.26 RCW upon application and compliance with the requirements of that statute.

D. Reduction or waiver, under certain conditions, of minimum accessory off-street parking requirements for uses permitted in a designated landmark structure may be permitted under SMC Title 23.

Section 4. Enforcement of this ordinance and penalties for its violation are as provided in SMC 25.12.910.

Section 5. The Fairfax is added alphabetically to Section II, Buildings, of the Table of Historical Landmarks contained in SMC Chapter 25.32.

Section 6. The City Clerk is directed to record a certified copy of this ordinance with the King County Recorder's Office, deliver two certified copies to the CHPO, and deliver one copy to the Director of the Seattle Department of Construction and Inspections. The CHPO is directed to provide a certified copy of this ordinance to The Fairfax's owner.

Section 7. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

_____, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Neighborhoods	Erin Doherty/206-684-0380	Miguel Jimenez/206-684-5805

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

1. BILL SUMMARY

Legislation Title:

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

Summary and Background of the Legislation:

The attached legislation acknowledges the designation of The Fairfax as a historic landmark by the Landmarks Preservation Board, imposes controls, grants incentives, and adds The Fairfax to the Table of Historical Landmarks contained in SMC Chapter 25.32. The legislation does not have a financial impact.

The Fairfax was built in 1923. The property is located in the Capitol Hill neighborhood. A Controls and Incentives Agreement has been signed by the owner and has been approved by the Landmarks Preservation Board. The controls in the agreement apply to the site, the exterior of the building, and the main interior stairway, but do not apply to any in-kind maintenance or repairs of the designated features.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

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

Are there financial costs or other impacts of *not* implementing the legislation?
No.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No.
- b. **Is a public hearing required for this legislation?**
No.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- d. **Does this legislation affect a piece of property?**
Yes, see attached map.
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
Maintaining this Landmark will preserve residential units, and through its architectural design and contrast of scale it will be a physical reminder of the history of an evolving urban neighborhood. A language access plan is not anticipated.
- f. **Climate Change Implications**
- 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
This legislation supports the sustainable practice of preserving historic buildings and their embodied energy. Reuse and restoration of a building or structure reduces the consumption of new natural resources, and the carbon emissions associated with new construction. Preservation also avoids contributing to the ever-growing landfills
 - 2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
Many historic buildings possess materials and craftsmanship that cannot be duplicated today. When properly maintained and improved, they will benefit future generations, and surpass the longevity of most of today's new construction. They can also support upgraded systems for better energy performance, and these investments typically support local or regional suppliers, and labor industries.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**
No new initiative or programmatic expansion.

Summary Attachments:

Summary Exhibit A - Vicinity Map of The Fairfax

Summary Ex A - Vicinity Map of The Fairfax
V1a



Note: This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



Legislation Text

File #: CB 120555, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to historic preservation; imposing controls upon the University of Washington Faculty Club, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

WHEREAS, the Landmarks Preservation Ordinance, Chapter 25.12 of the Seattle Municipal Code (SMC), establishes a procedure for the designation and preservation of sites, improvements, and objects having historical, cultural, architectural, engineering, or geographic significance; and

WHEREAS, the Landmarks Preservation Board (“Board”), after a public meeting on November 3, 2021, voted to approve the nomination of the improvement located at 4020 E Stevens Way NE and the site on which the improvement is located (which are collectively referred to as the “University of Washington Faculty Club”) for designation as a landmark under SMC Chapter 25.12; and

WHEREAS, after a public meeting on December 15, 2021, the Board voted to approve the designation of the University of Washington Faculty Club under SMC Chapter 25.12; and

WHEREAS, on August 3, 2022, the Board and the University of Washington Faculty Club owner agreed to controls and incentives to be applied to specific features or characteristics of the designated landmark; and

WHEREAS, the Board recommends that the City Council enact a designating ordinance approving the controls and incentives; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Designation. Under Seattle Municipal Code (SMC) 25.12.660, the designation by the Landmarks Preservation Board (“Board”) of the improvement located at 4020 E Stevens Way NE and the site on which the improvement is located (which are collectively referred to as the “University of Washington Faculty Club”) is acknowledged.

A. Legal Description. The University of Washington Faculty Club is located on the property legally described as:

Those portions of Government Lots 2, 3 and 4, lying west of Montlake Boulevard NE, north of NE Pacific Street and north of NE Pacific Place; the west 1/2 of the northwest 1/4, and the northwest 1/4 of the southwest 1/4, lying east of 15th Avenue NE and south of NE 45th Street and north of NE Pacific Street; all in Section 16, T25N, R4E, W.M.

B. Specific Features or Characteristics Designated. Under SMC 25.12.660.A.2, the Board designated the following specific features or characteristics of the University of Washington Faculty Club:

1. The site as illustrated in Attachment A to this ordinance, including courtyards.
2. The exterior of the building, including courtyards.
3. The open interior volume and plan layout of the upper floor.

C. Basis of Designation. The designation was made because the University of Washington Faculty Club is more than 25 years old; has significant character, interest, or value as a part of the development, heritage, or cultural characteristics of the City, state, or nation; has integrity or the ability to convey its significance; and satisfies the following SMC 25.12.350 provisions:

1. It is associated in a significant way with a significant aspect of the cultural, political, or economic heritage of the community, City, state or nation (SMC 25.12.350.C).
2. It embodies the distinctive visible characteristics of an architectural style, or period, or of a method of construction (SMC 25.12.350.D).
3. It is an outstanding work of a designer or builder (SMC 25.12.350.E).
4. Because of its prominence of spatial location, contrasts of siting, age, or scale, it is an easily

identifiable visual feature of its neighborhood or the City and contributes to the distinctive quality or identity of such neighborhood or the City (SMC 25.12.350.F).

Section 2. Controls. The following controls are imposed on the features or characteristics of the University of Washington Faculty Club that were designated by the Board for preservation:

A. Certificate of Approval Process.

1. Except as provided in subsection 2.A.2 or subsection 2.B of this ordinance, the owner must obtain a Certificate of Approval issued by the Board according to SMC Chapter 25.12, or the time for denying a Certificate of Approval must have expired, before the owner may make alterations or significant changes to the features or characteristics of the University of Washington Faculty Club that were designated by the Board for preservation.

2. No Certificate of Approval is required for the following:

a. Any in-kind maintenance or repairs of the features or characteristics of the University of Washington Faculty Club that were designated by the Board for preservation.

b. Removal of the following landscape elements: trees less than 6 inches in diameter measured 4-1/2 feet above ground; shrubs; perennials; and annuals.

c. Removal of non-native plants of any size. This does not apply to trees.

d. Installation, removal, or alteration (including repair) of underground irrigation and underground utilities, provided that the site is restored in kind.

e. Installation, removal, or alteration of the following site furnishings: benches, movable planters, trash/recycling receptacles, and bike racks.

f. Installation or removal of temporary signage, consistent with a signage plan that has been approved by the Landmarks Board staff, and when the signage remains in place for no more than 60 days.

g. Installation or removal of the following temporary items associated with special events: tents, site furnishings, lighting, tables, chairs, vendor booths/carts, and barricades. Such installations

shall be considered temporary if they:

- 1) Can be removed without changing the building or site and without requiring repair; and
 - 2) Remain in place for no more than 60 days.
- h. Repaving or restriping of existing asphalt.
 - i. Installation, removal, or alteration of curbs, bollards, or wheelstops in the existing parking area.
 - j. Installation, removal, or alteration of signage for accessibility compliance; and other signage as required by City code. Sign location will not obscure architectural features, and will be attached in a manner that is easily repairable.
 - k. Installation, removal, or alteration of University of Washington signage including the following:
 - 1) One freestanding single or double-sided building identification sign defined by the following criteria:
 - a) The sign shall consist of painted aluminum panels mounted between end posts using black bolts.
 - b) The sign's panel size shall be no more than 48 inches wide by 24 inches high, with the top of the sign panel and posts no more than 44 inches above grade.
 - c) The sign's content may include only the University's logo, building name(s), and building use.
 - d) The sign shall use approved University of Washington wayfinding paint colors.
 - e) The sign's location may not obscure architectural features.
 - 2) One building identification sign defined by the following criteria:

a) The sign shall consist of a painted aluminum panel no more than 30 inches wide by 14 inches high.

b) The sign shall be attached in a manner that is easily repairable.

Fasteners must be located within joints when mounted on masonry.

c) The sign's location may not obscure architectural features and must be approved by the Landmarks Board Coordinator.

3) One sign to display building identification number or street address number, as required by the City of Seattle Fire Department, and defined by the following criteria:

a) The sign shall consist of a painted aluminum panel no more than 12 inches wide by 6 inches high.

b) The sign shall be attached in a manner that is easily repairable.

Fasteners must be located within joints when mounted on masonry.

c) The sign's location may not obscure architectural features and must be approved by the Landmarks Board Coordinator.

1. Installation or removal of interior, temporary window shading devices that are operable and therefore do not obscure the glazing when in the open position.

B. City Historic Preservation Officer (CHPO) Approval Process.

1. The CHPO may review and approve alterations or significant changes to the features or characteristics listed in subsection 2.B.3 of this ordinance according to the following procedure:

a. The owner shall submit to the CHPO a written request for the alterations or significant changes, including applicable drawings or specifications.

b. If the CHPO, upon examination of submitted plans and specifications, determines that the alterations or significant changes are consistent with the purposes of SMC Chapter 25.12, the CHPO shall approve the alterations or significant changes without further action by the Board.

2. If the CHPO does not approve the alterations or significant changes, the owner may submit revised materials to the CHPO, or apply to the Board for a Certificate of Approval under SMC Chapter 25.12. The CHPO shall transmit a written decision on the owner's request to the owner within 14 days of receipt of the request. Failure of the CHPO to timely transmit a written decision constitutes approval of the request.

3. CHPO approval of alterations or significant changes to the features or characteristics of the University of Washington Faculty Club that were designated by the Board for preservation is available for the following:

- a. The installation, removal, or alteration of ducts, conduits, HVAC vents, grills, pipes, panels, weatherheads, wiring and/or other similar mechanical, electrical, and telecommunication elements necessary for the normal operation of the building or site.
- b. Installation, removal, or alteration of exterior light fixtures, exterior security lighting, and security system equipment.
- c. Removal of trees more than 6 inches in diameter measured 4-1/2 feet above ground, when identified as a hazard by an International Society of Arboriculture (ISA) Certified Arborist, and not already excluded from review in subsection 2.A.2.b of this ordinance.
- d. Signage other than signage excluded in subsections 2.A.2.f, 2.A.2.j, and 2.A.2.k of this ordinance.
- e. Installation, removal, or alteration of improvements for security, safety, or accessibility compliance.
- f. Installation, removal, or alteration of fire and life safety equipment.
- g. Installation, removal, or alteration of artwork at the building exterior or site.
- h. Changes to paint colors for any of the areas or features listed in subsection 1.B of this ordinance.
- i. Replacement of non-original windows or doors within original openings, when the

staff determines that the design intent is consistent with the *Secretary of Interior's Standards for Rehabilitation*.

j. Interior alterations or changes when the staff determines that the design intent is consistent with the *Secretary of Interior's Standards for Rehabilitation*.

k. Removal or alteration of 1980s kitchen addition and access bridge on the north side of the building.

l. Minor alterations to site grading, soil retention, drainage, paving, or landscaping, unless otherwise excluded from review by subsections of this ordinance or determined by the Landmarks Coordinator to be consistent with in-kind maintenance/repair.

Section 3. Incentives. The following incentives are granted on the features or characteristics of the University of Washington Faculty Club that were designated by the Board for preservation:

A. Uses not otherwise permitted in a zone may be authorized in a designated landmark by means of an administrative conditional use permit issued under SMC Title 23.

B. Exceptions to certain of the requirements of the Seattle Building Code and the Seattle Energy Code, adopted by SMC Chapter 22.101, may be authorized according to the applicable provisions.

C. Special tax valuation for historic preservation may be available under chapter 84.26 RCW upon application and compliance with the requirements of that statute.

D. Reduction or waiver, under certain conditions, of minimum accessory off-street parking requirements for uses permitted in a designated landmark structure may be permitted under SMC Title 23.

Section 4. Enforcement of this ordinance and penalties for its violation are as provided in SMC 25.12.910.

Section 5. The University of Washington Faculty Club is added alphabetically to Section II, Buildings, of the Table of Historical Landmarks contained in SMC Chapter 25.32.

Section 6. The City Clerk is directed to record a certified copy of this ordinance with the King County Recorder's Office, deliver two certified copies to the CHPO, and deliver one copy to the Director of the Seattle

Department of Construction and Inspections. The CHPO is directed to provide a certified copy of this ordinance to the University of Washington Faculty Club owner.

Section 7. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

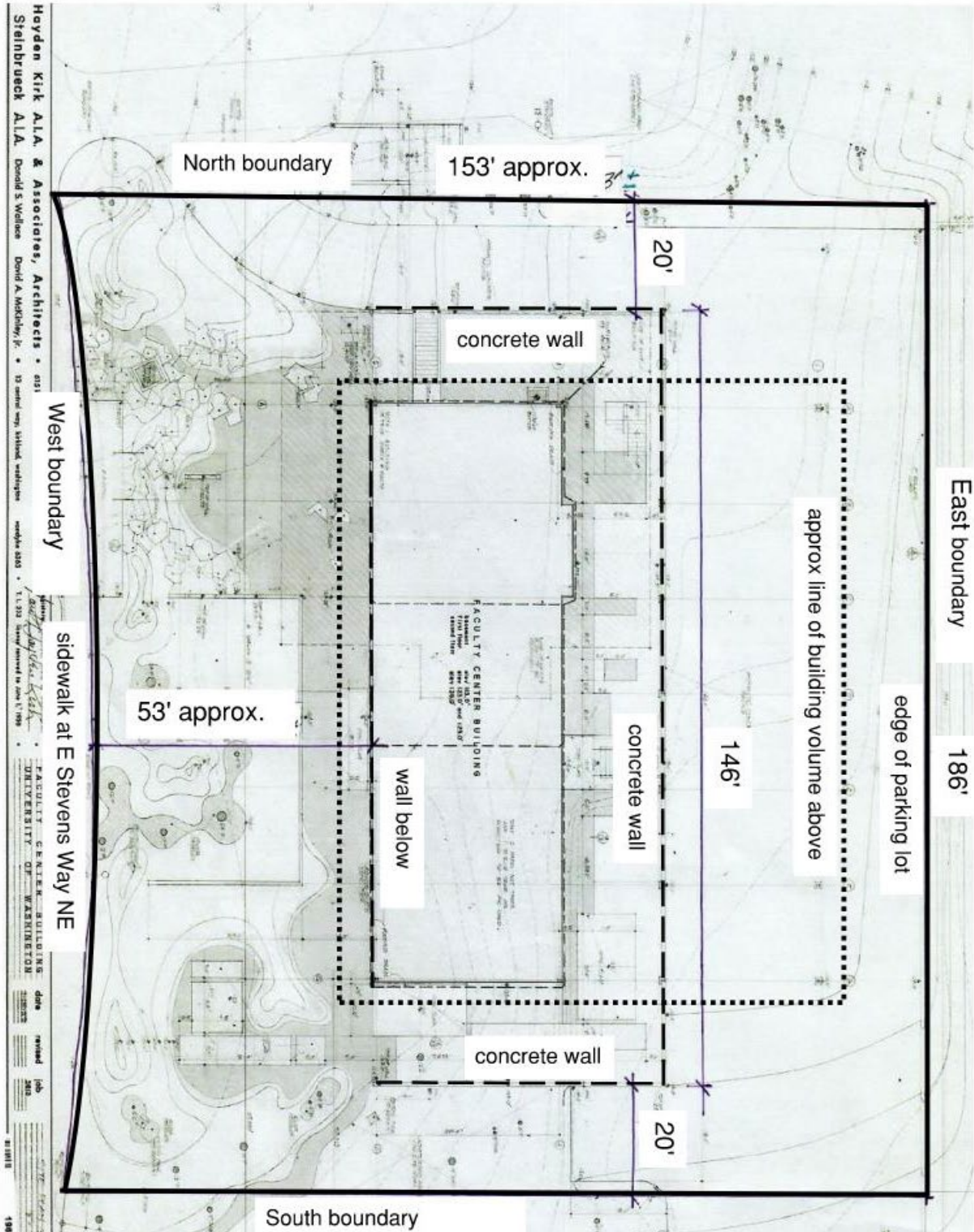
_____, City Clerk

(Seal)

Attachments:
Attachment A - University of Washington Faculty Club Site Plan

ATTACHMENT A

University of Washington Faculty Club Site Plan



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Neighborhoods	Erin Doherty/206-684-0380	Miguel Jimenez/206-684-5805

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

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to historic preservation; imposing controls upon the University of Washington Faculty Club, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

Summary and Background of the Legislation:

The attached legislation acknowledges the designation of the University of Washington Faculty Club as a historic landmark by the Landmarks Preservation Board, imposes controls, grants incentives, and adds the University of Washington Faculty Club to the Table of Historical Landmarks contained in SMC Chapter 25.32. The legislation does not have a financial impact.

The University of Washington Faculty Club was built in 1960. The property is located on the university's central campus. A Controls and Incentives Agreement has been signed by the owner and has been approved by the Landmarks Preservation Board. The controls in the agreement apply to the site and courtyards, the exterior of the building and courtyards, and the open interior volume and plan layout of the upper floor, but do not apply to any in-kind maintenance or repairs of the designated features.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

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

Are there financial costs or other impacts of *not* implementing the legislation?
No.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No.
- b. **Is a public hearing required for this legislation?**
No.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- d. **Does this legislation affect a piece of property?**
Yes, see attached map.
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
Maintaining this Landmark will preserve a beloved communal space on the campus, that is accessible to all, not just the faculty. A language access plan is not anticipated.
- f. **Climate Change Implications**
- 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
This legislation supports the sustainable practice of preserving historic buildings and their embodied energy. Reuse and restoration of a building or structure reduces the consumption of new natural resources, and the carbon emissions associated with new construction. Preservation also avoids contributing to the ever-growing landfills
 - 2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
Many historic buildings possess materials and craftsmanship that cannot be duplicated today. When properly maintained and improved, they will benefit future generations, and surpass the longevity of most of today's new construction. They can also support upgraded systems for better energy performance, and these investments typically support local or regional suppliers, and labor industries.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**
No new initiative or programmatic expansion.

Summary Attachments:

Summary Exhibit A - Vicinity Map of the University of Washington Faculty Club

Summary Ex A – Vicinity Map of UW Faculty Club
V1a



Note: This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



Legislation Text

File #: CB 120548, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Seattle Department of Finance and Administrative Services (FAS); authorizing the acquisition of real property identified in King County Records as Parcel Number 766620-2390, commonly known as the Bakun Building, from the Washington State Department of Transportation; authorizing acceptance and recording of deeds for general municipal purposes including, but not limited to, the acquisition of the Bakun Building property; and ratifying and confirming certain prior acts.

WHEREAS, the Washington State Department of Transportation (WSDOT) has designated as surplus the Bakun Building property at 1426 Alaskan Way (“Property”); and

WHEREAS, the Seattle Department of Transportation (SDOT) has an outstanding commitment to the Muckleshoot Indian Tribe to provide building space on the Seattle downtown waterfront for a Tribal Interpretive Center, which is a requirement of the Elliott Bay Seawall Project permitting and the Memorandum of Agreement (MOA) between SDOT and the Muckleshoot Indian Tribe dated October 23, 2013; and

WHEREAS, the Muckleshoot Indian Tribe and SDOT have agreed upon the location for the Tribal Interpretive Center (within the Bakun Building), per the Second Amendment to the MOA for the Elliott Bay Seawall Project; and

WHEREAS, the Office of the Waterfront and Civic Projects (OWCP) team has identified the Bakun Building as an ideal candidate to house the City’s waterfront operations: maintenance, programming, and public safety staff who will need dedicated building space to support their ongoing work on the waterfront; and

WHEREAS, WSDOT, the Property owner, is a willing seller and has agreed to sell the Property according to

the Real Property Purchase and Sale Agreement between WSDOT and the City, which is conditioned upon approval by the Mayor and City Council; and

WHEREAS, The City of Seattle’s 2023-2028 Adopted Capital Improvement Program includes a \$13 million project titled “Waterfront Operations and Tribal Interpretive Center” (MC-FA-OWMAINT) in the Department of Finance and Administrative Services (FAS) to acquire the Bakun Building property and to provide tenant improvements to support City staff space needs; and

WHEREAS, Council Budget Action FG-002-A-001-2023 appropriated \$500,000 in Finance General to transfer to FAS for the ongoing operating and maintenance costs associated with the Waterfront Operations and Muckleshoot Tribal Interpretive Center; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Department of Finance and Administrative Services or designee (“Director”) is authorized on behalf of The City of Seattle to acquire the following described real property (“Property”) situated in the City of Seattle, County of King, State of Washington identified by King County Parcel Number 766620-2390, together with all rights, privileges, and other property pertaining thereto, for general municipal purposes including but not limited to the acquisition of the Bakun Building and associated tenant improvement work to support City staff and tenant space needs:

SEATTLE TIDE LDS POR LOTS 1 & 2 BLK 175 LY SWLY OF LN PLW & 142 FT SWLY MEAS AT R/A FR WLY LN WESTERN AVE DAF - BEG MOST NLY COR BLK I AA DENNYS 4TH ADD TH SWLY ALG SLY LN PIKE ST 142 FT TO TPOB TH SELY PLT WLY LN WESTERN AVE 120 FT M/L TO SLY LN SD LOT 2 TH SWLY ALG SD SLY LN 24 FT M/L TO WLY LN BLK 175 TH NWLY ALG SD WLY LN 126 FT M/L TO SLY LN PIKE ST TH NELY ALG SD SLY LN 62 FT M/L TO TPOB LESS ST

Section 2. The Director is authorized, on behalf of The City of Seattle, to purchase the Property pursuant to the Real Property Purchase and Sale Agreement attached to this ordinance as Attachment A, and execute other documents as deemed necessary or desirable to acquire the Property for a purchase price not to exceed \$8,668,000.

Section 3. The Director is authorized, on behalf of The City of Seattle, to accept a deed for the Property for general municipal use; and the real property therein is placed under the jurisdiction of the Department of Finance and Administrative Services.

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

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

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

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment A - Real Property Purchase and Sale Agreement

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement (the “Agreement”) is made and entered into by and between the **STATE OF WASHINGTON**, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter “Seller”) and **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through its DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES (FAS) (hereinafter “Buyer”). Seller and Buyer shall each be referred to individually as a “Party” or, collectively, as the “Parties.”

RECITALS

WHEREAS, Seller is the owner of certain real property located in King County, Washington, referenced as King County Tax Parcel No. 7666202390 and Seller Inventory Control Number 1-17-07888, and more particularly described in **Exhibit A**, attached hereto and by this reference incorporated herein (hereinafter, “the Property”); and

WHEREAS, Seller has determined that the Property is surplus to its needs as a department of the State of Washington and has offered the Property for sale to other public entities; and

WHEREAS, Buyer believes the Property may be suitable for certain municipal purposes and uses, Buyer wishes to acquire the Property from Seller, and Seller wishes to sell the Property to Buyer; with the Property consisting of approximately 4,372 square feet and visually depicted on the Site Plan attached hereto as **Exhibit A-1** attached hereto and by this reference incorporated herein; and

WHEREAS proposed Legislation authorizing a capital project that includes a request for funds sufficient to purchase the Property at the Purchase Price has been transmitted by the Mayor to the Council as part of the 2023 Proposed Budget.

NOW THEREFORE, in consideration of the mutual covenants, conditions, contingencies, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PROPERTY

1.1. Purchase and Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the Property, together with all rights, privileges, and easements appurtenant to said real property, and all improvements on or associated with the Property.

ARTICLE II PURCHASE PRICE

2.1. Purchase Price. The total purchase price for the Property is EIGHT MILLION SIX HUNDRED SIXTY-EIGHT THOUSAND and 00/100 Dollars (\$8,668,000.00).

2.2. Payment of Purchase Price. Buyer shall pay the entire purchase price stipulated herein in cash upon closing which will occur on or before, but no later than June 30, 2023. If not paid in full by the date designated, and absent an agreement between the Parties to extend the closing date made in accordance with Section 11.6, this Agreement will be null and void and Seller will move forward with other sale options.

2.3. Agreement Date. The effective date of this Agreement shall be the date that this Agreement has been executed by both Parties (hereinafter the "Agreement Date").

ARTICLE III TITLE TO PROPERTY

3.1. Conveyance of the Property. Seller shall convey to Buyer at the Closing, fee simple title to the Property by execution and delivery of a Quit Claim Deed subject to all existing encumbrances, including easements, restrictions and reservations, if any.

3.2. Title Commitment. Following the date of this Agreement, Buyer may, at no expense to Seller, obtain a preliminary commitment for an ALTA owner's standard coverage title insurance policy issued by a Title Company describing the Property, showing all matters pertaining to the Property and identifying Buyer as the prospective named insured. Such preliminary commitment, Supplemental Reports (as defined below) and true, correct and legible copies of all documents referred to in such preliminary commitment and Supplemental Reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Commitment." Buyer may elect to obtain extended coverage owner's title insurance, or endorsements to the Title Policy, and Buyer shall pay the increased cost of such endorsements and/or any excess premium over the premium charged for a standard coverage owner's policy and the cost of any ALTA survey required by the Title Company in connection therewith. At no expense Seller agrees to execute any customary affidavits, agreements, forms which the Title Company customarily requires of sellers in order to issue extended title insurance or to otherwise remove standard exceptions in the Title Policy.

3.3. Review of Title Commitment. Buyer shall give written notice to Seller of any disapproved exceptions in the Title Commitment. If Buyer so objects to any exceptions in the Title Commitment, Seller shall, within fifteen (15) days after receiving Buyer's written notice of objections, deliver to Buyer written notice that either (a) Seller will, at Seller's expense, cause some or all of the exception(s) to which Buyer has objected to be removed at or prior to Closing, or (b) Seller is unable to eliminate such exception(s). If Seller so fails to notify Buyer or is unable to remove any such exception at or prior to Closing, Buyer may elect to terminate this Agreement by written notice to Seller delivered no later than ten (10) days after the deadline for Seller's 15-day notice as described in the immediately preceding sentence, in which event Buyer and Seller shall have no further obligations under this Agreement. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence, then Buyer shall be deemed to have waived any objectionable exceptions that Seller is unable to remove, all of which exceptions shall be included as Permitted Exceptions.

If any new title matters are disclosed in a supplemental title report issued by the Title Company (a "Supplemental Report") or related document, the proceeding objection, Seller response

and termination / waiver provisions shall apply to the new title matters, except that Buyer's written notice of objections must be delivered within seven (7) days of delivery of the Supplemental Report or document and Seller's response must be delivered within five (5) days of Buyer's written notice of objections. The Closing Date (as defined below) shall be extended to the extent necessary to permit time for the foregoing notices.

If Seller gives written notice that it will cause one or more objectionable non-monetary exceptions to be removed but is unable to remove any of them on or before the Closing Date, Buyer will have the right in its sole discretion to either (a) proceed with the purchase and take the Property subject to those non-monetary exceptions not approved by Buyer, or (b) terminate this Agreement in which case Buyer shall have no further liability hereunder.

3.4. As used in this Agreement, "Permitted Exceptions" means (1) liens for real property taxes for the year of Closing to the extent not due and payable as of the Closing, (2) those matters affecting title to the Property which are created by or with the written consent of Buyer, and (3) such exceptions or other matters reflected on the Title Commitment, any Supplemental Report(s) thereto and/or an ALTA survey which Buyer does not object to or waives pursuant to Section 3.3 above. However, the following shall be removed at Closing and shall in no case be included as Permitted Exceptions: any deeds of trust or other monetary liens shown in the Title Commitment or Supplemental Report(s) thereto (other than real property taxes and assessments not delinquent and liens created by or at the request of Buyer).

ARTICLE IV CONDITIONS TO BUYER'S OBLIGATIONS

4.1. Documents and Reports. Within fifteen (15) days after the Agreement Date, Seller shall deliver to Buyer, if not already provided, copies of any leases, occupancy agreements, service agreements, licenses, easements, option agreements or other contracts, pertaining to the Property and/or its use or occupancy, other than those transmitted by Title Company in connection with the Title Commitment. Seller also agrees to provide Buyer with all documents relating to or concerning Property environmental or land use matters in Seller's possession, including but not limited to:

- (a) Environmental analysis, studies or reports, identifying the existence of or potential for soil or groundwater contamination on or adjacent to the Property
- (b) Soils, geologic, and hydrogeologic reports
- (c) Architectural, engineering, land use or environmental information or reports

4.2. City of Seattle Budget Ordinance Approval. Buyer's obligations under this Agreement are expressly conditioned on and subject to approval by the Seattle City Council of the 2023 City of Seattle Budget Ordinance that includes sufficient funds available to be used for purchase of the Property at the Purchase Price. The Seattle City Council may elect to modify the 2023 Proposed Budget prior to final adoption of the 2023 Budget Ordinance scheduled for Monday, November 22, 2022 that may or may not include funding for acquisition of the Property.

4.3 City of Seattle Property Acquisition Ordinance and Mayor's Approval. Buyer's obligations under this Agreement are expressly conditioned on and subject to the Seattle City Council and the Mayor approving an Ordinance authorizing the acquisition of the Property by the City, and that Ordinance being enacted and taking effect. Pending executive approval, City departments intend to transmit legislation to the appropriate City Council committee in early 2023 authorizing the acquisition of the Property, subject to calendar availability to consider the legislation. Following City Council passage, and the Mayor's approval of the Ordinance, a 30-day comment period is required before the Ordinance will become effective.

4.4. Inspection of the Property. Buyer and its employees, representatives, consultants, contractors, subcontractors, and agents shall have the right and permission during the Contingency Period (as defined below) to enter upon the Property or any part thereof at all reasonable times and after reasonable prior notice, and from time to time, for the purpose, at Buyer's own risk, cost and expense, of making all tests and/or studies of the Property that the Buyer may wish to undertake, including, without limitation, surveys, structural studies and review of zoning, fire, safety, environmental, and other compliance matters; provided, however, that Buyer shall defend, indemnify and hold harmless Seller from and against all liability, cost, damage and expense (including, but not limited to, attorneys' fees) in connection with all claims, suits and actions of every name, kind and description made or brought against Seller, its officers, agents or employees by any person or entity as a result of or on account of actual or alleged bodily injury or property damage received or sustained, resulting from or caused by the negligent acts or omissions of Buyer, its officers, agents or employees, in exercising its rights under the right of entry granted herein.

Seller shall permit Buyer and its agents, at Buyer's sole expense, to enter the Property at reasonable times to conduct inspections concerning the Property and improvements, including, without limitation, the structural condition of improvements, Hazardous Substances (including Phase I and Phase II assessments), soils conditions, sensitive areas, and/or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall advise Seller of any entry on to the Property in advance. Buyer may take or have taken materials, soil, and water samples from the Property and test and analyze those samples to determine the extent of any presence of Hazardous Substances or other contamination in, on, or under the Property. Such testing and sampling shall be performed in a manner not disruptive to any tenants or to the operation of the Property. Buyer shall indemnify and hold harmless Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

4.5. Approval of the Property. Buyer's obligations at Closing shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, of all aspects of the Property, including, without limitation, the physical condition of the Property, and all of the information delivered by Seller pursuant to this Article IV or otherwise obtained by Buyer regarding the Property. Such contingency shall be satisfied or waived on or before the expiration of the Contingency Period.

4.6. Contingency Period Defined. As used in this Agreement, the term "Contingency Period" means the period commencing on the Agreement Date and ending at 5:00 p.m. on the day

that is forty-five (45) days after the Agreement Date. The Contingency Period may be extended by mutual agreement of the parties in writing should additional time be needed by Buyer to conduct inspections or assessments of the Property pursuant to Section 4.4.

4.7. Buyer's Right to Terminate. If Buyer's conditions, set forth in this Article IV, are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement as follows: 1) under Sections 4.4, 4.5 and 4.6 by sending written notice to Seller on or before expiration of the Contingency Period; or 2) under Sections 4.2 or 4.3 by sending written notice to Seller on or before the Closing Date. If Buyer gives a termination notice to Seller as provided under this Section 4.7, this Agreement shall terminate and neither Party shall have any further liability to the other under this Agreement. If Buyer does not give a termination notice to Seller as provided for in this Section 4.7, Buyer shall be deemed to have satisfied or otherwise waived the condition set forth in this Article IV.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

5.1. Warranties, Representations and Covenants of Seller. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

5.1.1. Seller is an agency of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement and the transactions contemplated hereby.

5.1.2. There is no pending, or to Seller's knowledge, threatened claim, lawsuit, litigation, arbitration, investigation or other proceeding pertaining to the Property or any part thereof. There is no pending or, to the best of Seller's knowledge, threatened condemnation or similar proceeding pertaining to the Property or any part thereof.

5.1.3. No governmental entity with jurisdiction or other person or entity has asserted, or to Seller's knowledge, has threatened to assert that the Property or any part thereof is in violation of any applicable legal requirement. Seller has consents necessary to own and operate the Property for its current use.

5.1.4. Except for the Permitted Exceptions, there are no contracts, agreements or other arrangements under which Seller is obligated to sell, exchange, transfer, lease, rent or allow the use of the Property or any part thereof now or in the future, or under which any person or entity has the right to possess or occupy the Property or any part thereof now or in the future.

5.1.5. Seller warrants and represents that there are no existing leases, tenancies, options, purchase rights, or rights of persons in possession of the Property.

5.1.6. From and after the Agreement Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer: (a) grant, create, amend or enter into any easement, right-of-way, encumbrance, restriction, covenant, lease,

license, permit, option to purchase or other right or transaction which would affect the Property in any way prior to or after Closing; or (b) sell, dispose of or encumber any portion of the Property.

5.1.7. Seller shall continue to maintain the Property in its current condition, normal wear and tear excepted, and in compliance with all applicable laws and to pay all costs of the Property between the Agreement Date and Closing.

5.2. Representations, Warranties and Covenants of Buyer. As of the date hereof and, as of the Closing Date, Buyer represents and warrants as follows:

5.2.1. Buyer is a Washington Municipal Corporation, duly organized, validly existing and in good standing under the laws of the State of Washington, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement and the transactions contemplated hereby.

ARTICLE VI HAZARDOUS SUBSTANCES

6.1. Definitions. The term “Hazardous Substances” means any substance, waste or material (including without limitation petroleum products, asbestos or asbestos-containing material, and polychlorinated biphenyls) regulated, defined or designated as dangerous, hazardous toxic or radioactive, by any federal, state or local law, statute, ordinance rule or regulation relating to the protection of human health or the environment now or hereafter in effect (collectively “Environmental Laws”).

6.2. Environmental Documents. Seller represents and warrants that it has delivered (or in accordance with Section 4.1 will deliver) to Buyer all documents, if any, within its possession or control pertaining to environmental conditions of the Property.

6.3. Environmental Indemnification. Seller agrees to indemnify, defend, and hold harmless Buyer, its Commissioners, officers, employees and agents (the “Buyer Indemnified Parties”) from and against any and all present or future claims or demands and any and all damages, losses, injuries, liabilities, causes of action, costs and expenses (including without limitation fines, penalties, judgments and attorneys’ fees) of any and every kind or character, known or unknown (collectively “Losses”) that any Buyer or any other Buyer Indemnified Party sustains as a result of claims by third Parties, including but not limited to federal, state and local regulatory agencies, for damages or remediation costs related to or arising out of the presence of Hazardous Substances in, at, on, under or originating from the Property that was caused during the Seller’s ownership. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response or action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person; and (c) Losses arising under any Environmental Law enacted after transfer.

6.4. Survival. Notwithstanding any provision of this Agreement to the contrary, the provisions of this Article VII shall survive the Closing of the transaction contemplated herein.

ARTICLE VII CLOSING

7.1. Closing.

7.1.1. Time of Closing. The Closing shall be on or before, but no later than June 30, 2023 (“Closing”). All documents shall be deemed delivered on the Closing Date.

7.1.2. Place of Closing. The Closing shall take place informally either at the offices of the Buyer or the Seller, at a date which Buyer and Seller mutually agree to in writing, unless another method of execution and delivery is specified by Seller to Buyer by written notice (as defined below) prior to the Closing Date.

7.2. Other Instruments. Seller and Buyer shall each deliver to the other such other instruments as are reasonably required to consummate the purchase of the Property in accordance with the terms hereof.

7.3. Closing Costs. As both Seller and Buyer are governmental entities, the sale and purchase of the Property is exempt from the real estate excise tax (“REET”). Buyer shall pay the premium and all associated charges for the standard owner’s coverage title insurance, and the fees and charges (including recording fees) in connection with the recording of the Deed.

ARTICLE VIII POSSESSION

8.1. Possession of the Property shall be delivered to Buyer on the Closing Date.

ARTICLE IX COVENANTS OF SELLER PENDING CLOSING

9.1. Conduct, Notice of Change. Seller covenants that between the Agreement Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Section 5.1 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Section 5.1 or elsewhere in this Agreement which occurs prior to the Closing.

9.2. Exclusivity. Between the Agreement Date and Closing or earlier termination of this Agreement, Seller shall not market the Property, make or accept any offers to sell, exchange, lease or otherwise transfer or in any way encumber, or otherwise solicit any offers to purchase, or

enter into any agreement for the sale, exchange, lease or other transfer or encumbrance of the Property.

ARTICLE X DEFAULT, REMEDIES

10.1. Specific Performance. In the event of a material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions, or provisions hereof by Seller, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition to and without prejudice to any other right or remedy available under this Agreement or at law or equity, the right to (a) demand and have specific performance of this Agreement; or (b) terminate this Agreement upon written notice without liability to Seller.

10.2. Attorneys' Fees. In the event either Party hereto finds it necessary to bring an action against the other Party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other Party and in the event any judgment is secured by such prevailing Party all such costs and attorneys' fees shall be included in any such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

ARTICLE XI MISCELLANEOUS

11.1. Risk of Loss; Condemnation. Seller assumes all risk and liability until Closing for damage or injury occurring to the Property by fire, storm, accident or any other casualty or cause, and for condemnation or a similar taking by any governmental agency of all or any portion of the Property; after Closing Buyer bears and assumes all such risks and liability. If, prior to Closing, (a) the Property, or any portion thereof, suffers any damage from fire or other casualty, or (b) an action is initiated or threatened to take the Property or any portion thereof, by eminent domain or condemnation proceedings or by deed in lieu thereof, then Seller shall promptly give written notice to Buyer of such event and Buyer may elect to either: (1) terminate this Agreement, or (2) consummate this Agreement, in which event Seller shall deliver to Buyer, on the Closing Date, any proceeds actually received by Seller in connection with such casualty or condemnation, or assign to Buyer, on the Closing, all of Seller's right, title and interest in any claim to proceeds of any insurance covering such damage, if any, or in the award of the condemning authority (provided that in no event shall Buyer be entitled to receive payment or assignment of such proceeds in an amount greater than the Purchase Price). Buyer shall make such election by sending written notice to Seller within twenty (20) days after Seller provides written notice to Buyer of the casualty or condemnation, as applicable; provided that, if Buyer fails to timely deliver written notice to Seller within said 20 days, Buyer shall be deemed to have elected to terminate this Agreement.

11.2. General Indemnity. Seller shall indemnify, defend, protect and hold the Buyer Indemnified Parties harmless from and against any and all liabilities, obligations, damages, penalties, fees, commissions, costs, expenses and other charges, including without limitation reasonable attorneys' fees, which any Buyer Indemnified Party may suffer or incur in connection with (i) its ownership of the Property resulting from any action or inaction of Seller, its agents or employees occurring before the Closing; (ii) the falsity or breach of any representation or warranty

set forth in Article VI hereof; (iii) any misrepresentation in or omission of any material documents, items or information to be submitted by Seller to Buyer relating to the Property or its operations; or (iv) any failure of Seller to perform any of its obligations hereunder. The foregoing indemnity shall survive the Closing and shall be in addition to, and not in derogation of any other rights Buyer may enjoy under this Agreement or under law for breach of any representation or warranty set forth in this Agreement. Promptly after the receipt by Buyer of notice of any claim or the commencement of any action or proceeding for which Seller has agreed to indemnify the Buyer Indemnified Parties, Buyer shall give Seller written notice of such claim or the commencement of such action or proceeding and Seller shall thereafter vigorously defend on behalf of Buyer, but at Seller's sole cost and expense, any such action or proceeding for which indemnification is sought utilizing counsel satisfactory to buyer. No settlement of any such action or proceeding shall be made without Buyer's prior written approval (unless buyer has previously been discharged from all liability in connection with such action or proceeding); provided that this provision is subject to the limitations of RCW 4.24.115 to the extent applicable.

11.3. Brokers and Finders. Each Party represents to the other that no broker or finder has been involved in this transaction. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless from any and all damages, liabilities, costs, expenses and losses (including, without limitation, reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold the Buyer Indemnified Parties harmless from any and all damages, liabilities, costs, expenses and losses (including, without limitation, reasonable attorneys' fees and costs) which any Buyer Indemnified Party may sustain or incur by reason of such claim. The provisions of this Section 12.3 shall survive the termination of this Agreement or the Closing.

11.4. Notices. All notices, demands, requests, consents and approvals which may, or are required to be given by any Party to any other Party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by fax, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail return receipt requested, postage prepaid to:

Seller at Department of Transportation
 Attn: Headquarters Real Estate Services
 Property Management Program Manager
 P.O. Box 47338
 Olympia, WA 98504-7338

Buyer at: City of Seattle
 Department of Finance and Administrative Services
 Attn: Real Estate Services Division
 PO Box 94689
 Seattle, WA 98124-4689

or to such other address as either Party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document. At the request of either Party or the Escrow Holder, the Parties will confirm facsimile transmitted signatures by signing an original document.

11.5. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, “days” means calendar days, and the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or holidays. The final day of any such period shall be deemed to end at 5 p.m., Pacific Standard or Daylight time, as applicable.

11.6. Amendment, Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any Party hereto, by notice and only by notice as provided in Section 12.4 hereof, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller’s or Buyer’s respective successors and assigns. Buyer reserves the right to assign its rights under this Agreement.

11.7. No Merger; Survival. The terms of this Agreement shall not merge with any conveyance instrument transferring the Property to Buyer at Closing. All provisions of this Agreement which involve obligations, duties or rights which have not been determined or ascertained as of the Closing Date and all representations, warranties and indemnifications made in or to be made pursuant to this Agreement shall survive the Closing.

11.8. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

11.9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.10. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11.11. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, at the Closing any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require to consummate the transactions contemplated hereunder.

11.12. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11.13. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

11.14. Governing Law, Time. This Agreement and the right of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the Parties agree that in any such action venue shall lie exclusively in Thurston County, Washington. Time is of the essence of this Agreement.

11.15. Costs and Expenses. Each Party hereto will bear its own costs and expenses in connection with the negotiation, preparation, and execution of this Agreement and other documentation related hereto and in the performance of its duties hereunder.

11.16. Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Seller:

State of Washington, Department of Transportation

By: Robin Curl

Date: 11/8/2022

Its: Property Management Program Manager

Buyer:

City of Seattle, a Municipal Corporation

By: Andrew Lu

Date: 11-9-2022

Its: Chief Operating Officer
Department of Finance and Administrative Services

Exhibit A

Legal Description

That property acquired by Warranty Deed, recorded June 15, 2007, under recording number 20070615000367, records of King County, Washington, described as follows:

That portion of Lots 1 and 2, Block 175, Seattle Tide Lands, according to the official maps thereof on file in the office of the commissioner of Public Lands in Olympia, Washington, lying southwesterly of a line parallel with and distant 142 feet southwesterly, measured at right angles from the westerly line of Western Avenue in the City of Seattle, described as follows:

Beginning at the most northerly corner of Block "I", of addition to the Town of Seattle, as laid out by A.A. Denny (commonly known as A.A. Denny's 4th Addition to the City of Seattle), according to the plat thereof recorded in Volume 1 of Plats, page 69, in King County, Washington, (at the southwesterly corner of Western Avenue and Pike Street); Thence southwesterly along the southerly line of Pike Street 142 feet to the TRUE POINT OF BEGINNING;

Thence at right angles southeasterly parallel to the westerly line of Western Avenue 120 feet, more or less, to the southerly line of Lot 2, Block 175, Seattle Tide Lands;

Thence southwesterly along said southerly line 24 feet, more or less, to the westerly boundary line of Block 175, Seattle Tide lands;

Thence northwesterly along the westerly boundary line of said Block 175, a distance of 126 feet, more or less, to the southerly line of Pike Street;

Thence northeasterly along the southerly line of Pike Street a distance of 62 feet, more or less, to the point of beginning;

EXCEPT portion thereof condemned in King County Superior Court Cause No. 397727 as provided by Ordinance No. 77088 and as amended by Ordinance No. 77749 of the City of Seattle.

Exhibit A-1



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Finance and Administrative Services	Karen Gruen	Caleb Wagenaar

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Seattle Department of Finance and Administrative Services (FAS); authorizing the acquisition of real property identified in King County Records as Parcel Number 766620-2390, commonly known as the Bakun Building, from the Washington State Department of Transportation; authorizing acceptance and recording of deeds for general municipal purposes including, but not limited to, the acquisition of the Bakun Building property, and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

This legislation authorizes the acquisition of real property by the City of Seattle from the Washington State Department of Transportation (WSDOT) at 1426 Alaskan Way, known as the “Bakun Building” (the “Property”). WSDOT has surplused the Property and has offered to sell the Property to the City for \$8,668,000. An appraisal obtained by FAS indicates that the WSDOT offer price is fair.

The Property contains a 16,129 SF building on a 4,372 SF lot. The building was constructed in 1925, and has been used historically as a produce warehouse, sausage manufacturing facility, as office space for an architecture firm, and finally by WSDOT as the Alaskan Way Viaduct replacement project field office. The Property was surplused by WSDOT and has been vacant for several years. The Property is zoned for Pike Market Mixed (PMM)-85, with an easement purchased by the condo association to the east of the property that limits the height of any future development to 10 feet from the existing roofline (limiting height to approximately 45 feet). In addition, the City of Seattle owns 908 SF of right-of-way beneath the existing footprint of the building.

The Seattle Department of Transportation (SDOT) has an outstanding commitment to the Muckleshoot Tribe to provide up to 10,000 SF of building space for long-term use as a Tribal Interpretive Center on the waterfront, which is a requirement of the Elliott Bay Seawall Project (EBSP) permitting (see attachment Elliott Bay Seawall Project Memorandum of Agreement). The Muckleshoot Tribe has agreed that this Property is suitable for the Interpretive Center (see attachment EBSP MOA Amendment). Additionally, the Bakun Building has been identified by the Office of Waterfront and Civic Projects (OWCP) team as an ideal candidate to house the City’s waterfront operations.

The 2023 budget includes a \$13 million capital project to acquire the building and to provide tenant improvements to support city staff space needs, as well as a \$500,000 ongoing earmark in the General Fund for FAS operations & maintenance costs. OWCP and FAS have

negotiated and signed a purchase and sale agreement with WSDOT with a closing date no later than June 30, 2023, contingent on Council approval by ordinance.

As the future owner and operator of the Property, FAS is developing a schedule and project plan for needed renovations to the building and interior spaces. FAS believes that it will be simplest and least disruptive to make renovations following acquisition and prior to tenant occupancy, with completion likely in late 2024 or early 2025. Needed renovations include roof replacement, elevator repair, HVAC system replacement, potential seismic upgrades, and tenant improvements. OWCP, Seattle Center, and the Office of Intergovernmental Affairs will continue to coordinate with the Muckleshoot Tribe on building renovation status and timeline.

2. CAPITAL IMPROVEMENT PROGRAM

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

This project already exists within the 2023-2028 Adopted CIP budget:

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2028:
Waterfront Operations and Tribal Interpretive Center	MC-FA-OWMAINT	1426 Alaskan Way	2023	2024	\$13,000,000

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

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

Yes. Once the building is operational, additional funding for the ongoing operations and maintenance will be needed. Those funds are likely not needed until the capital project is underway. Ongoing operations & maintenance funding for the Waterfront Operations and Tribal Interpretive Center was appropriated in Finance General in the 2023 Adopted Budget by Council Budget Action FG-002-A-001-2023.

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

If the City does not purchase the property, the City will forfeit due diligence costs and other expenses related to the purchase of the property.

Not implementing the legislation will impact OWCP’s time frame for securing an operations center and would prevent SDOT from meeting its obligation to provide building space to the Muckleshoot Tribe for a Tribal Interpretive Center as required under the Elliott Bay Seawall Project Memorandum of Agreement.

4. OTHER IMPLICATIONS

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

This legislation will affect OWCP and Seattle Center, as the purchase of the property is, in part, for the opening of a waterfront operations center, which will be managed by Seattle Center. This legislation will also affect SDOT through meeting its outstanding commitment to the Muckleshoot Tribe to provide a Tribal Interpretive Center on the waterfront, which is a requirement of the Elliott Bay Seawall Project Memorandum of Agreement.

b. Is a public hearing required for this legislation?

No, however, pending executive approval and City Council authorization, a 30-day comment period is required before the Ordinance will become effective.

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

No publication is required for this legislation.

d. Does this legislation affect a piece of property?

This legislation affects a piece of property. A site plan is attached.

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

The purpose of this legislation is to acquire a property, with approximately 7,300 square feet of building space to be leased, rent free, to the Muckleshoot Indian Tribe. The Muckleshoot Indians inhabited the Seattle Waterfront and surrounding region for thousands of years prior to the arrival of American and European settlers to the shores of Puget Sound, who actively displaced and eventually banished indigenous people from living within the Seattle city limits. SDOT's commitment to the Muckleshoot Tribe to provide a Tribal Interpretive Center on the waterfront helps to correct a great historical injustice by recognizing Seattle's original people and their right to occupy their ancestral lands. The central location on the waterfront for the Tribal Interpretive Center would help to introduce the history and culture of Seattle's indigenous peoples to a wider audience of residents and tourists who may otherwise be unable to access the Muckleshoot reservation.

Additionally, this project recognizes that the Muckleshoot Tribe is a successor in interest to tribes and bands that were parties to the Treaty of Point Elliott, 12 Stat. 927, and Treaty of Medicine Creek, 10 Stat. 1132, in which indigenous signatories reserved the right to fish at usual and accustomed grounds and stations. SDOT and the Tribe have a mutual interest in recognizing the Tribe's presence on the Seattle Waterfront and this project's potential impact on the exercise of the Tribe's treaty rights. SDOT and the Tribe have reached an agreement to provide a non-exclusive means for the Tribe's fishers to resolve potential claims against SDOT for damage to fishing gear, lost fishing time and for net moves.

f. Climate Change Implications

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

This building will be renovated and restored to City requirement for building code. In addition, FAS will include decarbonization efforts in the initial renovation of the building, to help meet City of Seattle facility emission targets and leverage the construction process as building systems are rehabilitated.

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

This legislation is not expected to have an impact on the Seattle’s resiliency to climate change, aside from the renovations and decarbonization efforts described above.

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

This legislation will help OWCP’s ability to serve its primary function along the waterfront and meet SDOT’s commitment to the Muckleshoot Tribe under the Elliott Bay Seawall Project Memorandum of Agreement, who will once again have a fixed presence on the waterfront.

Summary Attachments (if any):

Summary Attachment 1 - Bakun Building Site Map

Summary Attachment 2 - Memorandum of Agreement for the Elliott Bay Seawall Project between the City of Seattle Department of Transportation and the Muckleshoot Indian Tribe

Summary Attachment 3 - Amendment No. 2 to the Memorandum of Agreement for the Elliott Bay Seawall Project between the City of Seattle Department of Transportation and the Muckleshoot Indian Tribe

Summary Attachment 4 - Waterfront Operations and Tribal Interpretive Center CIP Project Page

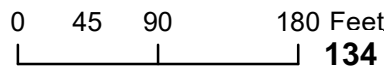
Summary Attachment 5 - 2023 Seattle City Council Budget Action FG-002-A-001-2023



Bakun Building

Produced by FAS - Real Estate Services Division

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



ORIGINAL

**Memorandum of Agreement for the Elliott Bay Seawall Project
Between the City of Seattle Department of Transportation and the
Muckleshoot Indian Tribe**

IDENTIFICATION OF PARTIES AND PROJECT

This Memorandum of Agreement (Agreement) is entered into between the City of Seattle Department of Transportation (SDOT) and the Muckleshoot Indian Tribe (TRIBE). SDOT and the TRIBE are hereinafter collectively referred to as the “Parties” and individually “Party.” The Parties hereby agree, as allowed and limited by applicable law, to the following terms and conditions governing the Elliott Bay Seawall Project.

For purposes of this Agreement, the Elliott Bay Seawall Project (Project) is defined as the preferred alternative for the replacement of the Elliott Bay Seawall, as described in the Final Environmental Impact Statement (FEIS) issued by SDOT in March 2013, including any terms or conditions required by federal, state or local permits and other authorizations for the Project.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to fully and fairly resolve the issues associated with the impacts of the Project on the TRIBE’s rights and interests, by delineating the commitments by all Parties related to avoiding, minimizing, and resolving the impacts of this Project on Treaty rights.

RECITALS

1. SDOT issued an FEIS in March, 2013, in which the preferred alternative was identified for replacement of Elliott Bay Seawall.
2. With regard to fishing activities, the TRIBE is a successor in interest to tribes and bands that were parties to the Treaty of Point Elliott, 12 Stat. 927, and the Treaty of Medicine Creek, 10 Stat. 1132, in which the Indian signatories reserved the right to fish at usual and accustomed grounds and stations. The TRIBE has adjudicated Treaty fishing and gathering rights, including the right to take fish at its usual and accustomed fishing grounds and stations. *United States v. Washington*, 384 F. Supp. 312 (W.D. Wash. 1974); *Muckleshoot Indian Tribe v. Hall*, 698 F. Supp. 1504 (W.D.

Wash. 1988). The Project will be constructed within the TRIBE'S usual and accustomed area.

3. The construction of the Project and subsequent maintenance of the Project could affect the exercise of the TRIBES's Treaty rights.
4. SDOT and the TRIBE have a mutual interest in recognizing the TRIBE'S presence on the Seattle Waterfront.
5. SDOT and the TRIBE have met on a government-to-government basis to explore opportunities to modify the Project in order to avoid or minimize its potential impacts on the TRIBE's Treaty rights and have met to discuss measures to minimize and resolve the impacts from the Project on the TRIBE's Treaty rights.
6. This Agreement is the result of government-to-government consultation and reflects mutual commitments and undertakings of the Parties pertaining to the Project.
7. The Parties desire that this Agreement provide a non-exclusive means for TRIBE fishers to resolve claims against SDOT for damage to fishing gear, lost fishing time and for net moves, even though the TRIBE fishers are not parties to this Agreement nor are they intended to be third-party beneficiaries of this Agreement.

NOW, THEREFORE, the above recitals are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

TERMS AND CONDITIONS

8. Selected Alternative

SDOT intends to implement the Preferred Alternative for the Project, as described in the FEIS issued in March 2013. The Parties recognize that the building of the Project is subject to the availability of funds and the timely receipt of necessary federal, state and local regulatory approvals. The Parties recognize that the Project construction schedule may be modified during the design and construction process consistent with the requirements of SEPA.

Although the Project is not yet fully funded, this Agreement addresses the Project's impacts on the TRIBES's Treaty rights, including impacts from Project modifications and maintenance activities that do not materially increase the impacts on the TRIBE's Treaty rights beyond those described in the FEIS.

9. Treaty Impact Measures

The TRIBE has expressed concern about the impact of the Project on its Treaty rights

in areas that will be affected by the Project. The Parties agree that the Project is likely to impact the TRIBE's Treaty rights and that it is difficult to assess and quantify those potential impacts. The Parties believe that interference with the TRIBE's Treaty rights could result from construction activities such as material loading/offloading, barging activities, construction and maintenance activities of the seawall and habitat features. Impacts of proposed Project activities are described in the FEIS. Accordingly, the Parties agree the measures described in this Agreement are reasonable and appropriate to address the anticipated Project interference with the TRIBE's Treaty rights:

9.1 Impacts to Treaty Rights:

The Parties recognize that the Project will impact the TRIBE's Treaty rights. SDOT agrees to compensate the TRIBE Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) in satisfaction of any and all claims, disputed or not, associated with the impact of the Project on the TRIBE's Treaty rights.

9.2 Fishing Coordination During Construction:

The TRIBE and SDOT have developed Operational Protocols (Attachment A), attached hereto and by this reference made a part of this Agreement, that coordinate Project in-water construction activities and TRIBE fishing activities, consistent with Treaty rights and with SDOT safety, security and other operational requirements. The Parties agree to update these protocols, as appropriate, to capture revised construction schedules, but no less often than annually in June of each year.

9.3 Vessel Coordination Program:

Between October and December for each year, the TRIBE shall provide staff, on-site, from 7 am to 7 pm at the locations of fishing activities in the Project area to coordinate fishing activity with construction equipment (e.g., barges) to minimize fishing gear conflicts with construction activities. Attachment A (Operational Protocols) describes the roles and responsibilities of the Vessel Coordination Program.

SDOT agrees to compensate the TRIBE One Hundred Fifteen Thousand Dollars (\$115,000.00) per year towards its vessel coordination program, in order to provide for its vessel coordination activities between October and December. Compensation under this program includes an annual inflation adjustment as described in Section 11.4. In the event the TRIBE does not expend the total amount each year for the coordination program, or if there is no fishery, the TRIBE agrees to use the remaining funds for fisheries purposes.

SDOT also agrees to compensate the TRIBE One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in a onetime payment for a purchase of a vessel to help the TRIBE run the Vessel Coordination Program. At the end of Project construction, the TRIBE will retain the vessel.

For the duration of construction, the TRIBE agrees to request that TRIBE fishers avoid treaty fishing activity within twenty five (25) feet of the Elliott Bay Seawall construction zone during the month of September to avoid conflicts with seawall

construction activities. It is acknowledged that barging will take place in months when the vessel coordination program is not operational, however SDOT agrees that no ingress/egress of barges will take place during August and September, or in a manner that interferes with any of the TRIBE's test/evaluation fisheries during the month of July. As the test/evaluation fisheries times and locations are known in advance, the TRIBE will provide at least three (3) weeks advance notice to SDOT as to the time and location the test/evaluation fisheries are scheduled to occur.

9.4 Net Moves During Construction:

SDOT agrees to compensate the TRIBE fishers the rate of Three Hundred Fifty Dollars (\$350.00) for moving each set- or drift-net to accommodate the movement of a barge to or from the Project construction site or other Project-related marine vessel traffic.

SDOT will establish a process to facilitate payment to the TRIBE and individual fishers. In order for payment to be made to the TRIBE fisher, the process for this provision must be followed as detailed in Attachment A (Operational Protocols) and the Net Move Form (Attachment B), attached hereto and by this reference made a part of this Agreement.

9.5 Gear Damage / Replacement and Lost Fishing Time:

9.5.1 In the event that any TRIBE fisher's set- and drift- net and any other gear is damaged as a result of barge activities or other Project construction activities, SDOT shall replace the damaged gear and compensate the TRIBE fishers for lost fishing time as described in Section 9.5.2. For the purposes of this Section, gear is defined as any equipment used for the harvesting of fish, or shellfish, and includes vessels used for such harvesting, as permitted by applicable law.

In order for replacement gear or lost fishing time payment to be made to the TRIBE fisher, the process for documenting, approval, and payment for this provision must be followed as detailed in Attachment A (Operational Protocols) and the Gear Damage/Replacement and Lost Fishing Time Forms (Attachments C and D), attached hereto and by this reference made a part of this Agreement, must be completed and executed by all signatories on the forms.

To facilitate gear replacement and avoid the prolonged loss of fishing time, SDOT will provide an initial payment of Seventeen Thousand Five Hundred Dollars (\$17,500) for the TRIBE to acquire two coho set nets, two chum set nets, two shackles coho gear, and two shackles chum gear. The initial payment also includes compensation for the time and labor for the TRIBE to hang the nets. The stockpiled nets/gear will be used to replace gear damaged by Project activities. In the event the stockpile of nets and gear is used according to the process outlined in Attachment A (Operational Protocols), SDOT will provide additional funds for actual costs incurred by the TRIBE, to replenish the stockpile for the duration of the Project, upon submission of an invoice by the TRIBE, as described in Attachment A (Operational Protocols). Approved and fully executed Gear Damage/Replacement Forms (Attachment C), will serve as supporting documentation for the invoice. At the end of Project construction, the TRIBE will retain any remaining nets and gear.

In the event the TRIBE is not able to replace damaged gear with the stockpiled nets and gear, SDOT agrees to compensate the TRIBE fishers for the replacement value of the gear, as described Attachment A (Operational Protocols). As with net moves and gear replacement, compensation for damaged gear requires the process to be followed as detailed in Attachment A (Operational Protocols) and the Gear Damage/Replacement Form (Attachment C).

9.5.2 Lost Fishing Time: In the event that a TRIBE fisher's net or gear is damaged, SDOT will also compensate the TRIBE fisher for two (2) lost days of fishing time. Compensation for lost fishing time shall be based on the value of the average of the three highest catches recorded for the open fishing area during the period of concern, the day of the gear damage or loss and the following day. The process for this provision is documented in Attachment A (Operational Protocols) and the Lost Fishing Time Form (Attachment D), must be completed and executed by all signatories on the form.

10 Tribal Access and Representation

10.1 Interpretive Center:

If the Central Waterfront Program is fully funded, SDOT will provide a minimum of 10,000 square feet of space, suitable for an interpretive center, at a mutually agreeable location in a building within the Central Waterfront Program footprint for a Tribal Interpretive Center, without charging rent for use of the space. If space cannot be allocated within a building, then SDOT will use its best efforts to provide an alternative mutually agreeable location. The TRIBE will be financially responsible for all aspects of the Center, including coordination with other Tribes, design, development, staffing, operation and interior maintenance.

The Interpretive Center needs to be open within six (6) months of the completion of the Central Waterfront Program construction of the space, unless SDOT agrees to a later time. The TRIBE will have 6 months after SDOT notifies the TRIBE that a specific location has been identified for this purpose to decide whether or not to proceed with development of the Interpretive Center and to notify SDOT of its decision. Within 6 months of the TRIBE notice of intent to proceed with the Interpretive Center, the TRIBE shall submit an implementation plan to SDOT for review, which will become the basis of the lease agreement between the TRIBE and SDOT. This lease agreement and its terms will be reevaluated every 15 years.

10.2 Content for Interpretive Signs/Kiosks:

SDOT will coordinate with the TRIBE as identified in the Section 106 MOA to develop culturally appropriate content for inclusion in interpretive signs or kiosks that will be installed permanently along the waterfront. As stated in the Section 106 MOA, SDOT will allocate \$25,000 for implementation of the signs and kiosks.

10.3 Annual Canoe Journey:

SDOT will work with Seattle Parks and the TRIBE over the next twelve (12) months to identify and provide a suitable location for the annual canoe journey that may include overnight camping. SDOT and Parks will take steps to reduce the amount of time and effort involved for the Tribe to get permits and permissions to use City property for the landing.

11. Payments

11.1 Annual Payments

For the first payment for the Vessel Coordination Program (as described in Section 9.3), the TRIBE will invoice SDOT after execution of this agreement. Payment will be made within 60 calendar days of receipt of invoice by SDOT. For subsequent annual payment for the Vessel Coordination Program, made only in years the Project is in construction, the TRIBE will invoice SDOT no earlier than December 1st of the previous year. Payment will be made by SDOT to the TRIBE within 30 calendar days of receipt of invoice by SDOT.

11.2 Onetime Payment

For the onetime lump sum payment for the impacts to Treaty Rights (as described in Section 9.1), purchase of a vessel (as described in Section 9.3) and the Gear Replacement stockpile (as described in Section 9.5), the TRIBE will invoice SDOT after the commencement of in-water construction. Payment will be made by SDOT to the TRIBE within 60 calendar days of receipt of invoice by SDOT.

11.3 Each invoice will include the Agreement title, the day, month, and year. Invoice templates for all Treaty impact measures are attached to this Agreement, as follows:

11.3.1 The Invoice Template (Attachment E), attached hereto and by this reference made a part of this Agreement, provides an example invoice for Annual Payments (as noted in Section 9.3) and for replenishing the stockpiled nets/gear as needed (as described in Section 9.5).

11.3.2 The Net Move Form, Gear damage/Replacement Form and Lost Fishing Time Forms (Attachments B, C and D) serve as invoices for Net Moves During Construction (as described in Section 9.4) and Gear Damage / Replacement and Lost Fishing Time (as described in Section 9.5).

11.3.3 All invoices will be processed as outlined in the Operational Protocols (Attachment A).

11.3.4 SDOT agrees to make payment to the TRIBE within the timelines outlined in this agreement.

11.4 All amounts noted in this Agreement shall be in 2013 dollars using the June 2013 Consumer Price Index for All Urban Consumers, U.S. City Average, all items (Index), as published by the United States Department of Labor, Bureau of Labor Statistics, as the base year. The initial annual payment of \$115,000 for 2013 shall be made as indicated in section 11.1. For subsequent years, payments will be adjusted for inflation based on the June Index for the year the payment is due, as compared to the June 2013 base Index.

12. Amendment

This Agreement may be amended by written agreement of the Parties. Such amendments shall be signed by the Parties' Lead Representatives, as noted in Section 22.

13. Technical Attachments

All Attachments to this Agreement may be modified with the written approval of the Parties' Designated Representatives, as noted in Section 22.

14. No Objection to Project

The TRIBE agrees that it will not object to or otherwise oppose the Project in any federal, state, or local regulatory, administrative, or judicial proceedings associated with the permitting, financing, and construction of the Project, including any permit modifications or NEPA/SEPA reevaluations for the Project that do not materially increase the impacts of the Project on the TRIBE's Treaty rights beyond those described in the FEIS. Upon the execution of this Agreement, the TRIBE agrees to transmit a letter via electronic mail to the US Army Corps of Engineers, referencing the Project, stating that the TRIBE does not oppose the issuance of federal permit approval for the Project. This letter will be sent no later than one (1) business days following receipt of an executed Agreement.

15. Release

The Parties agree that the terms of this Agreement constitute a full and fair settlement regarding actual or potential interference with the TRIBE's Treaty rights including, but not limited to, potential interference with TRIBE fishing access resulting from the Project.

Except for those obligations which SDOT undertakes in this Agreement, the TRIBE, its successors or assigns, hereby release and forever discharge SDOT, their agents and contractors from any and all claims, demands and causes of action of any nature whatsoever against SDOT for damages or equitable or other non-monetary relief associated with the impact of the Project on its Treaty rights. This release does not pertain to claims or causes of action resulting from the Project for other than anticipated potential impacts to the TRIBE's Treaty rights.

16. Integration and Severability

This Agreement constitutes a single integrated contract that expresses the entire agreement of the Parties hereto. Any prior representations or agreements, whether oral

or written, in regard to this Agreement or its subject matter are hereby superseded in their entirety by this Agreement. If any provision of this Agreement is held invalid, it shall be considered severable from the remainder, and the remaining provisions shall be given full force and effect, provided that such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.

17. Termination

In the event that SDOT makes material modifications to the Project that may increase the adverse impact of the Project on the TRIBE's access to its usual and accustomed Treaty fishing grounds and stations, then the TRIBE may withdraw from this Agreement after providing at least thirty (30) calendar days written notice to SDOT and after complying with the dispute resolution requirements of Section 21 of this Agreement. Any dispute about whether modifications to the Project are "material" or whether they result in increased adverse impacts to TRIBE's access to its usual and accustomed Treaty fishing grounds and stations shall be resolved in accordance with the dispute resolution provisions of Section 21. In the event that the TRIBE withdraws from this Agreement pursuant to this Section, the TRIBE agrees to enter into additional negotiations with SDOT regarding the extent of the modified Project's increased adverse impact to TRIBE's access to its usual and accustomed Treaty fishing grounds and stations. In the event that the Parties enter into a subsequent agreement regarding the Project impact to the TRIBE's Treaty fishing access rights, any mitigation or compensation already provided to the TRIBE by SDOT shall be included in any new agreement negotiated by the Parties.

18. Agreement Binding

The terms and conditions of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

19. Authority to Sign

The TRIBE represents, warrants, and covenants that it has the authority to enter into this Agreement, and that its execution and delivery have been duly authorized. As part of this Agreement, the TRIBE will furnish a copy of the resolution of the Tribal Council granting authority of the undersigned to execute this Agreement on behalf of the TRIBE no later than five (5) business days following execution of this Agreement.

SDOT represents warrants and covenants that it has the authority to enter into this Agreement, and that its execution and delivery have been duly authorized.

20. Declaration

The undersigned hereby declare that the terms of this Agreement have been completely read and fully understood and voluntarily accepted for the purpose of making the full and final compromise, adjustment and settlement of any and all claims between the Parties, disputed or otherwise, prior to the date of this Agreement, and for the express purpose of precluding forever any additional claims between the Parties arising out of or in any way connected with the Project interference with the TRIBE's Treaty rights, including construction and operations associated with the Project, except for claims

arising from the duties and obligations of the Parties under this Agreement.

21. **Dispute Resolution Process**

21.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.

21.2 **Informal Resolution.** The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary.

In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon, mediator. The Parties shall share equally in the cost of the mediator.

Each Party agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.

The Parties agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

22. **Lead and Designated Representatives**

Lead Representatives

a. Muckleshoot Indian Tribe
Virginia Cross, Chair
Muckleshoot Indian Tribe
39015 - 172nd Avenue Southeast
Auburn, WA
98092 (253) 939-
3311

b. SDOT
Peter Hahn
Director, Seattle Department of Transportation
700 Fifth Avenue, Suite 3900
PO Box 34996
Seattle, WA 98124-4996
206-684-5000

Designated Representatives

a. Muckleshoot Indian Tribe

Isabel Tinoco, Fisheries Director
Muckleshoot Indian Tribe
39015 - 172nd Avenue Southeast
Auburn, WA
98092 (253) 939-
3311

b. SDOT

Jessica Murphy
Project Manager, Seattle Department of Transportation
700 Fifth Avenue, Suite 3900
PO Box 34996
Seattle, WA 98124-4996
206-684-0178

23. Reservation of Rights, No Waiver of Claims

Except as provided in Section 25, by entering into this Agreement, the TRIBE does not waive any rights to exercise its Treaty rights, and any and all such rights are hereby expressly reserved. Nothing in this Agreement is intended to or shall be construed to constitute an admission by any Party that the geographic areas referenced in this Agreement corresponds to, defines or otherwise represents an accurate final legal description of the TRIBE's usual and accustomed fishing areas.

24. Indemnification

To the maximum extent authorized by law, the Parties shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against a Party arising out of, in connection with, or incident another Party's own negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Parties, their employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Parties, their employees and/or officers. The Parties agree that their obligations under this 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, the Parties, by mutual negotiation, hereby waive, 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.

The provisions of this Section shall survive the termination of this Agreement.

25. Waiver of Sovereign Immunity and Venue

25.1 The TRIBE expressly agrees to a limited waiver of sovereign immunity. The waiver is limited to actions brought by SDOT for breach, termination, enforcement of Agreement provisions, including specifically Section 24 herein, interpretation, validity thereof, including the determination of the scope or applicability of this Agreement. This limited waiver is available solely to claims by SDOT and not by any other entity, entities, or any individual or third party, not a Party to this Agreement. The TRIBE agrees not to invoke sovereign immunity as a defense to a claim upon its insurance policy in connection with the enforcement of the rights of SDOT.

25.2 The TRIBE consents to the jurisdiction of the Washington State Superior Court in the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement if dispute resolution pursuant to Section 21 fails.

The Parties further agree that venue for any such action or proceedings arising out of this Agreement shall be in the superior court situated in King County, Washington.

26. Governing Law

The Parties agree that this Agreement and all questions concerning the performance of this Agreement shall be interpreted, construed and enforced in all respects in accordance with applicable laws of the State of Washington, without reference to rules relating to the choice of law.

IN WITNESS WHEREOF, the Parties hereto agree to the terms and conditions of this Agreement as of the day and year last written below.

<p>MUCKLESHOOT INDIAN TRIBE</p> <p>Date: <u>10-18-13</u></p> <p>By: <u><i>Virginia Cross</i></u></p> <p>Virginia Cross, Chairperson Muckleshoot Indian Tribe</p>	<p>CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION</p> <p>Date: <u>10-23-13</u></p> <p>By: <u><i>Peter E. Hahn</i></u></p> <p>Peter E. Hahn, Director Seattle Department of Transportation</p>
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Elliott Bay Seawall Replacement Project

Attachment A

Operational Protocols to Avoid Impacts to Treaty Fishing During In-Water Construction

1. Introduction

The following plan will guide the Elliott Bay Seawall Project (Project) as SDOT prepares for and carries out construction activities to replace the Elliott Bay Seawall along the City of Seattle waterfront.

This plan is designed to identify appropriate channels of communication and notification protocols for work in the project area to ensure that SDOT and the Muckleshoot Indian Tribe (TRIBE) are actively communicating and aware of each other's activities.

SDOT and the TRIBE agree to update these protocols each June of every year, or more frequently as appropriate.

Organizational Structure and Primary Points of Contact

The SDOT Project Manager is the SDOT responsible representative and primary point of contact for all matters related to the Project during construction. Secondary contact is the Resident Engineer.

SDOT contact information is as follows:

Name	Title	Desk	Email
Jessica Murphy	Project Manager	206-684-0178 Desk 206.214.7193 Cell	Jessica.murphy@seattle.gov
Jody Robinson	Resident Engineer	206.962.7667 Cell	jody.robinson@jacobs.com
Mike Mahovich	Muckleshoot Indian Tribe Fish Harvest Manager	(253) 876-3113	Mike.Mahovich@muckleshoot.nsn.us

2. Goals and Expected Outcomes

Goals

SDOT recognizes that the areas around the Elliott Bay Seawall Project are sensitive areas and an important resource to the TRIBE. Communication during in-water construction activities will be focused in these areas:

- Establish clear channels of communication to keep SDOT and the TRIBE informed of project activities and TRIBE fishing activities.
- Clearly communicate Project schedules and activities that may have an effect on TRIBE fishing activities. Provide timely notification of unexpected schedule changes.
- Maintain good relations during fish harvest openings and construction activities for the duration of the Project construction.

- Avoid adverse interactions with fish harvest activities and provide for the safety of TRIBE fishers, SDOT and its contractors.
- Identify processes to address any unavoidable or unanticipated impacts on TRIBE fishing activities that may occur during construction.

3. Communication Approach

How we will communicate

- Weekly Reports – During construction, SDOT will provide schedule updates every two weeks to identify work underway and work scheduled to occur. The update will be sent out via e-mail from the SDOT Project Manager or Designee.
- Notification Triggers – SDOT will provide written notification and verbal notification (telephone call) a minimum of one (1) week in advance of certain activities that are scheduled to occur in Elliott Bay. Those activities include:
 - i) Barge deliveries
 - ii) Installation of in-water containment systems and BMPs.
- A process is needed to communicate net move requests for net moves. This process will be jointly developed by both Parties.
- Ad hoc communication via e-mail and telephone conversation as needed.
- Urgent matters or changes to original schedules will be communicated in a timely manner via telephone/conference call between the identified points of contact.

Elliott Bay Fishery Seasons Approximate Timeframe

Chinook	July 15 through August 25
Pink (odd years)	August 25 through September 21
Coho	September 1 through October 31
Chum	October 21 through December 15
Steelhead	November 21 through December 31

4. Process related to Vessel Coordination Program and Compensating for Fishing Impacts

Fishing Impact Avoidance and Minimization

During the month of September for every construction year, no Project barge deliveries will be allowed to the project area. Work to install sheet piles, containment structures, and other in-water work will be primarily land-based but may be supported by small vessels. In September for every construction year, the TRIBE agrees that fishers will set nets at least 25 feet away from the project construction area.

For the months of October, November, and December, SDOT and the TRIBE will coordinate to minimize impacts treaty fishing per the protocols in this coordination plan. SDOT will provide compensation for a TRIBE Vessel Coordination Program to coordinate construction activities and TRIBE fishing activities, as included in the Vessel Coordination Program described in this agreement. The role of the TRIBE Vessel Coordination Program is described below.

Responsibilities for Schedule Coordination

Role of the TRIBE Vessel Coordination Program

- Notify the SDOT Project Manager no later than one (1) week in advance of a potential fishery, so that SDOT can notify the contractor of anticipated fishing activities.
- Coordinate with individual TRIBE fishers regarding verification and documentation of claims.
- Coordinate fishing activity with Project marine traffic such that construction activities and fishing gear conflicts are managed and minimized to the extent possible.
- Distribute and manage the gear stockpile and distribute gear to TRIBE fishers once the Gear Damage/Replacement Form is approved by all Parties.

Role of the SDOT Project Manager

- The Project Manager will provide oversight to ensure commitments as described in this document and agreement.
- The Project Manager will be the primary point of contact for the TRIBE for issues associated with this agreement.
- The Project Manager will approve invoices submitted by the TRIBE per this agreement.

- The Project Manager will coordinate construction activities between the contractor and the TRIBE to resolve any issues and disputes.

Role of the SDOT Resident Engineer

- The Resident Engineer will ensure schedule updates are transmitted to the TRIBE Vessel Coordination Program.
- The Resident Engineer will provide written and verbal notification to the TRIBE Vessel Coordination Program a minimum of one (1) week in advance of activities for activities described in Section 3.
- The Resident Engineer will invite the TRIBE Vessel Coordination Program to participate in a conference call one (1) week prior to commencing any activity identified as a notification trigger (above).
- The Resident Engineer will ensure that the TRIBE Vessel Coordination Program is informed of changes in schedules or other urgent matters.
- The Resident Engineer will ensure that the contractor complies with all environmental contract permits.

Process for Verifying Claims and Payment

In the event there is TRIBE gear damage or gear replacement, a net move is necessary, or related lost fishing time (if applicable) as a result of the Project activities, the process for verifying claims and payment is as follows:

1. The TRIBE Vessel Coordination Program completes and submits the appropriate net move, gear damage/replacement or lost fishing time form (Claim Form: Attachments B, C, and D) via email to the SDOT Project Manager. The Claim Form will serve as the documentation to verify a TRIBE fisher's claim for a net move occurrence, gear damage/replacement request, use of the gear/net stockpile or compensation for lost fishing time. TRIBE approved and signed Claim Forms are to be submitted to SDOT Project Manager for review and approval within ten (10) business days of the incident for which the claim is being submitted.
2. The SDOT Project Manager receives and verifies the appropriate Claim Form, then approves or rejects the Claim Form within five (5) business days of receipt of Claim Form and sufficient supporting documentation as described in the Claim Forms (Attachments B, C, and D). The SDOT Project Manager emails the approved Claim Form and supporting documents to SDOT Accounting or rejected Claim Form to the TRIBE Vessel Coordination Program. If the SDOT Project Manager is not available, the Resident Engineer can complete process steps as the SDOT Project Manager's designee (as noted in Section 1 of this document).

3. Upon receipt, SDOT Accounting will review and process the approved Claim Form within ten (10) business days of receipt from the Project Manger or designee. If sufficient, SDOT Accounting will process payment to be mailed, within ten (10) business days of receipt from the Project Manager or designee. If insufficient, SDOT Accounting will send the Claim Form and supporting documentation back to the SDOT Project Manager, along with documentation outlining deficiencies, within the ten (10) days of receipt. The SDOT Project Manager will send this list back to the TRIBE within five (5) days.
4. SDOT Accounting will authorize payment and mail checks to the address on the Claim Form.
5. If SDOT rejects the Claim Form, the Parties will try to resolve any issues at the lowest organizational level.
6. If gear replacement nets provided by the TRIBE are used, the TRIBE will also submit an Invoice (Attachment E) in addition to a Claim Form (Attachment C) via email to the SDOT Project Manager. The Parties will verify the inventory of nets described in Section 9.5. SDOT will not be liable for any lost or damaged nets or gear as stored in the stockpile under the TRIBE's management. Payment processing will follow steps 1 through 5 above.
7. The TRIBE will submit an Invoice (Attachment E) and supporting documentation for the Vessel Coordination Program and vessel purchase. Payment processing will follow steps 1 through 5 above.

V1



Muckleshoot Indian Tribe
Fisheries Division



Seattle Department of Transportation
Elliott Bay Seawall Project

INVOICE #: _____

NET MOVE FORM

For reimbursement under the terms of (add #)

AGENCY			
SDOT			
MONTH\DAY\YEAR	TIME: AM \ PM	PARTY REQUESTING MOVE	CONTACT INFO. PHONE #
LOCATION	NAME OF VESSEL OR BARGE	NAME OF TUG OR PILOT	
VESSEL DEPARTING FROM\DESTINATION TO			

FISHER TO BE PAID

(FISHER RESPONSIBLE FOR MOVING NET\GEAR)

FISHER ID. #	FULL NAME	CIRCLE ONE
		II III IV V Jr Sr NONE
FISHER ADDRESS		FISHER SIGNATURE
STREET ADDRESS		Fisher Signature* _____ Date _____
CITY STATE ZIP		VESSEL PROGRAM COORDINATOR SIGNATURE
Ph. # _____		I, _____ <i>Vessel Program Coordinator Name</i>
		have verified that the information provided on this form is accurate, and by signing below approve, authorize and direct payment on behalf of the Tribe, as noted on this form.
		Vessel Program Coordinator Signature* _____ Date _____

I, _____
Print SDOT Project Manager Name (First, Last)

have verified that the information provided on this form is accurate and approve the form by signing below.

Is this reimbursement approved? YES NO

If no, comments are as follows:

SDOT Project Manager Signature* _____ Date _____

Indicate estimated date for check delivery/pick up: _____

***By submitting and signing this form, the signatories agree to the following:**

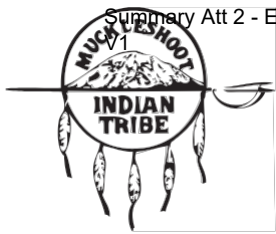
- The net move occurred as a result of Elliott Bay Seawall Replacement Project activities.
- This form will be considered the invoice for reimbursement to the Tribe, and payment made according to the terms of (agmt #).
- Backup documentation has been attached to this invoice, including, but not limited to, the description of event and additional information to support the net move invoice amount to be paid.

The Tribe authorizes and directs invoice amount to be made to the following:

Print Name (First, Last)

MIT Fishing ID #

Total invoice amount to be paid:
\$ _____



Muckleshoot Indian Tribe
Fisheries Division

Seattle Department of Transportation
Elliott Bay Seawall Replacement Program



GEAR DAMAGE/REPLACEMENT FORM

For reimbursement under the terms of **AGRMT #**

INVOICE #: _____

AGENCY RESPONSIBLE	LOCATION	DATE OF INCIDENT	TIME									
SDOT												
NAME OF VESSEL OR BARGE	NAME OF TUG OR PILOT	VESSEL DESTINATION										
PICTURES OF DAMAGE		INDEPENDENT WITNESS TO DAMAGE										
<input type="checkbox"/> YES, ATTACHED <input type="checkbox"/> NO		FULL NAME _____ PHONE # _____										
FISHER TO BE COMPENSATED		TYPE OF GEAR LOST (CIRCLE ALL THAT APPLY)										
FISHER ID. # - _____ FULL NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE _____ # _____ I, _____ <i style="margin-left: 100px;">Print Name (First & Last)</i>		CIRCLE ONE II III IV V Jr Sr NONE										
		SET-NET										
I agree I will not file any other claim for reimbursement of gear damages (as described in this form) from the City, provided this claim is approved by SDOT.		<table style="width:100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width:33%;">MESH SIZE</th> <th style="width:33%;">DEPTH</th> <th style="width:33%;">LENGTH</th> </tr> </thead> <tbody> <tr> <td>_____ IN.</td> <td>_____ FT.</td> <td>_____ FT.</td> </tr> <tr> <td>GEAR BOUY BALL</td> <td>ANCHOR</td> <td>A.CHAIN J. LIGHT ROPE</td> </tr> </tbody> </table>		MESH SIZE	DEPTH	LENGTH	_____ IN.	_____ FT.	_____ FT.	GEAR BOUY BALL	ANCHOR	A.CHAIN J. LIGHT ROPE
MESH SIZE	DEPTH	LENGTH										
_____ IN.	_____ FT.	_____ FT.										
GEAR BOUY BALL	ANCHOR	A.CHAIN J. LIGHT ROPE										
		DRIFT-NET										
FISHER SIGNATURE * _____ DATE _____		<table style="width:100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width:33%;">MESH SIZE</th> <th style="width:33%;">DEPTH</th> <th style="width:33%;">LENGTH</th> </tr> </thead> <tbody> <tr> <td>_____ IN.</td> <td>_____ FT.</td> <td>_____ FT.</td> </tr> <tr> <td>GEAR BOUY BALL</td> <td>ANCHOR</td> <td>A.CHAIN J. LIGHT ROPE</td> </tr> </tbody> </table>		MESH SIZE	DEPTH	LENGTH	_____ IN.	_____ FT.	_____ FT.	GEAR BOUY BALL	ANCHOR	A.CHAIN J. LIGHT ROPE
MESH SIZE	DEPTH	LENGTH										
_____ IN.	_____ FT.	_____ FT.										
GEAR BOUY BALL	ANCHOR	A.CHAIN J. LIGHT ROPE										
ATTACH TO THIS FORM: SIGNED FISHERS STATEMENT, SIGNED WITNESS STATEMENT IF ANY, ALL RELEVANT PICTURES OF DAMAGE.		ADDITIONAL GEAR LOST: IS THE GEAR REPLACED BY GEAR IN THE STOCKPILE? <input type="checkbox"/> YES <input type="checkbox"/> NO										
_____ <i style="margin-left: 100px;">Print Vessel Program Coordinator Name (First & Last)</i>		I, _____ <i style="margin-left: 100px;">Print Vessel Program Coordinator Name (First & Last)</i>										
_____ have verified that the information provided on this form is accurate, and by signing below approve, authorize and direct payment on behalf of the Tribe, as noted on this form.		_____ VESSEL PROGRAM COORDINATOR SIGNATURE*										
_____ DATE		_____ DATE										

I, _____
Print SDOT Project Manager Name (First, Last)

have verified that the information provided on this form is accurate and approve the form by signing below.

Is this reimbursement approved? YES NO

If no, comments are as follows:

SDOT Project Manager Signature* _____ Date _____

Indicate estimated date for check delivery/pick up: _____

***By submitting and signing this form, the signatories agree to the following:**

- The gear damage/replacement occurred as a result of Elliott Bay Seawall Replacement Project activities.
- This form will be considered the invoice for reimbursement to the Tribe, and payment made according to **(Agmt #)**
- Backup documentation has been attached to this invoice, including, but not limited to, a summary of detailed costs for gear damage/replacement (such as vendor's quote or actual invoice) to support the total invoice amount to be paid.

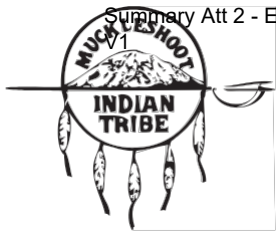
The Tribe authorizes and directs invoice amount to be made to the following:

Print Name (First, Last)

MIT Fishing ID #

Total invoice amount to be paid:

\$ _____



Fisheries Division

Seattle Department of Transportation
Elliott Bay Seawall Replacement Program



LOST FISHING TIME FORM

For reimbursement under the terms **AGMT #**

INVOICE #: _____

DATE OF INCIDENT	
FISHER ID. # - _____	CIRCLE ONE II III IV V Jr Sr NONE
FULL NAME _____	
ADDRESS _____	
CITY _____ STATE _____ ZIP _____	
PHONE # _____	
I, _____ <i>Print Name (First & Last)</i>	
agree I will not file any other claim for reimbursement of gear damages (as described in this form) from the State.	
FISHER SIGNATURE *	DATE

DATE OF INCIDENT
ASSOCIATED GEAR DAMAGE INVOICE #

Calculation of lost fishing time: <i>Two (2) days of lost fishing time due to this gear damage event will be reimbursed. Calculation is based on the value of the average of the three highest catches recorded for the open fishing area during the period of concern on the day of the gear damage or loss and the following day.</i>		
Catch Record Data	Day 1	Day 2
1 _____		
2 _____		
3 _____		
Average total	\$ _____	
TOTAL AMOUNT DUE:	\$ _____	

I, _____ <i>Print Vessel Program Coordinator Name (First & Last)</i>	
have verified that the information provided on this form is accurate, and by signing below approve, authorize and direct payment on behalf of the Tribe, as noted on this form.	
VESSEL PROGRAM COORDINATOR SIGNATURE*	DATE

I, _____
Print SDOT Project Manager Name (First, Last)

have verified that the information provided on this form is accurate and approve the form by signing below.

Is this reimbursement approved? YES NO

If no, comments are as follows:

SDOT Project Manager Signature* _____ Date _____

Indicate estimated date for check delivery/pick up: _____

***By submitting and signing this form, the signatories agree to the following:**

- The lost fishing time occurred as a result of Elliott Bay Seawall Project activities.
- This form will be considered the invoice for reimbursement to the Tribe, and payment made according to the terms of **AGRMT #.**

The Tribe authorizes and directs invoice amount to be made to the following:

Print Name (First, Last)

MIT Fishing ID #

Total invoice amount to be paid:

\$ _____

**Attachment E
Invoice Template**

Date: XX/XX/13

TO:
City of Seattle
Department of Transportation
PO Box 23996
Attn: Accounts Payable
Seattle, WA 98124-4996

Invoice number: XXX
For the period: XX/XX/13thru XX/XX/13

Project: Elliott Bay Seawall Replacement Project



<u>Billing Summary by Task</u>	<u>This Invoice</u>
A. Vessel Coordination Program	\$0.00
B. Net/Gear Replacement Stockpile	\$0.00
Total All Tasks	\$0.00
TOTAL AMOUNT DUE THIS INVOICE	\$0.00

Amendment No. 2
to the
Memorandum of Agreement for the Elliott Bay Seawall Project
Between the City of Seattle Department of Transportation and the
Muckleshoot Indian Tribe

As provided in Section 12 of the Memorandum of Agreement for the Elliott Bay Seawall Project Between the City of Seattle Department of Transportation (“SDOT”) and the Muckleshoot Indian Tribe (“TRIBE”), dated October 23, 2013, the Parties agree to amend this Agreement by deleting Section 10.1 in its entirety and replacing it with a new Section 10.1, to read as follows:

10.1 Tribal Interpretive Center

The Parties have selected a mutually agreed upon location for the Tribal Interpretive Center: the Bakun Building property located at 1426 Alaskan Way, Seattle, WA 98101 (the “Property”). Subject to the City purchasing and taking ownership of the Property from the State of Washington Department of Transportation (“WSDOT”), the Parties agree that within the Bakun Building, 4,396 square feet of space on the 1st floor and 2,256 square feet of space on the mezzanine floor will be reserved for the Tribal Interpretive Center, for a total of 6,652 square feet of space (Exhibit A – Building Plan). The TRIBE will also have shared use of the 2,365 square-foot meeting/event space on the 2nd floor.

The Parties agree to develop a Space Management Plan and execute a lease agreement for the TRIBE’s occupancy of the Bakun Building for the Tribal Interpretive Center. The Parties will develop the Space Management Plan within six (6) months of the City taking ownership of the property, which Plan will become the basis for the lease agreement. The TRIBE will not be charged any rent for the use of the space. The lease agreement and its terms will be reevaluated every 15 years.

The TRIBE will be financially responsible for all aspects of the Tribal Interpretive Center, including coordination with other Tribes, design, development, staffing, operation, and interior maintenance.

The Parties agree that the Bakun Building and the planned allocation of interior space as described above meets in full the commitment made by the City to provide a Tribal Interpretive Center under this Agreement.

The Parties agree that this Amendment No. 2 is subject to and conditioned upon the City executing a purchase and sale agreement with the WSDOT for the Bakun property, closing on the transaction, and taking ownership of the property, on or before June 30, 2023.

IN WITNESS WHEREOF, the Parties hereto agree to the terms and conditions of this Amendment No. 2 as of the day and year last written below.

SIGNATORY PARTY:

THE CITY OF SEATTLE

By:  _____ Date: 12/02/2022 _____
Greg Spotts (Dec 2, 2022 06:04 PST)

Title: Director
Greg Spotts, Director
Seattle Department of Transportation

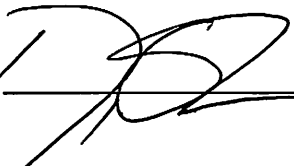
Contact Information:

Angela Brady, PE
Seattle Department of Transportation
Office of the Waterfront
800 Fifth Avenue, Suite 3100
PO Box 34996
Seattle, WA 98124-4996
Voice: (206) 684-3115
E-mail: Angela.Brady@seattle.gov

Note: Signatures continued on next page.

SIGNATORY PARTY:

Muckleshoot Indian Tribe

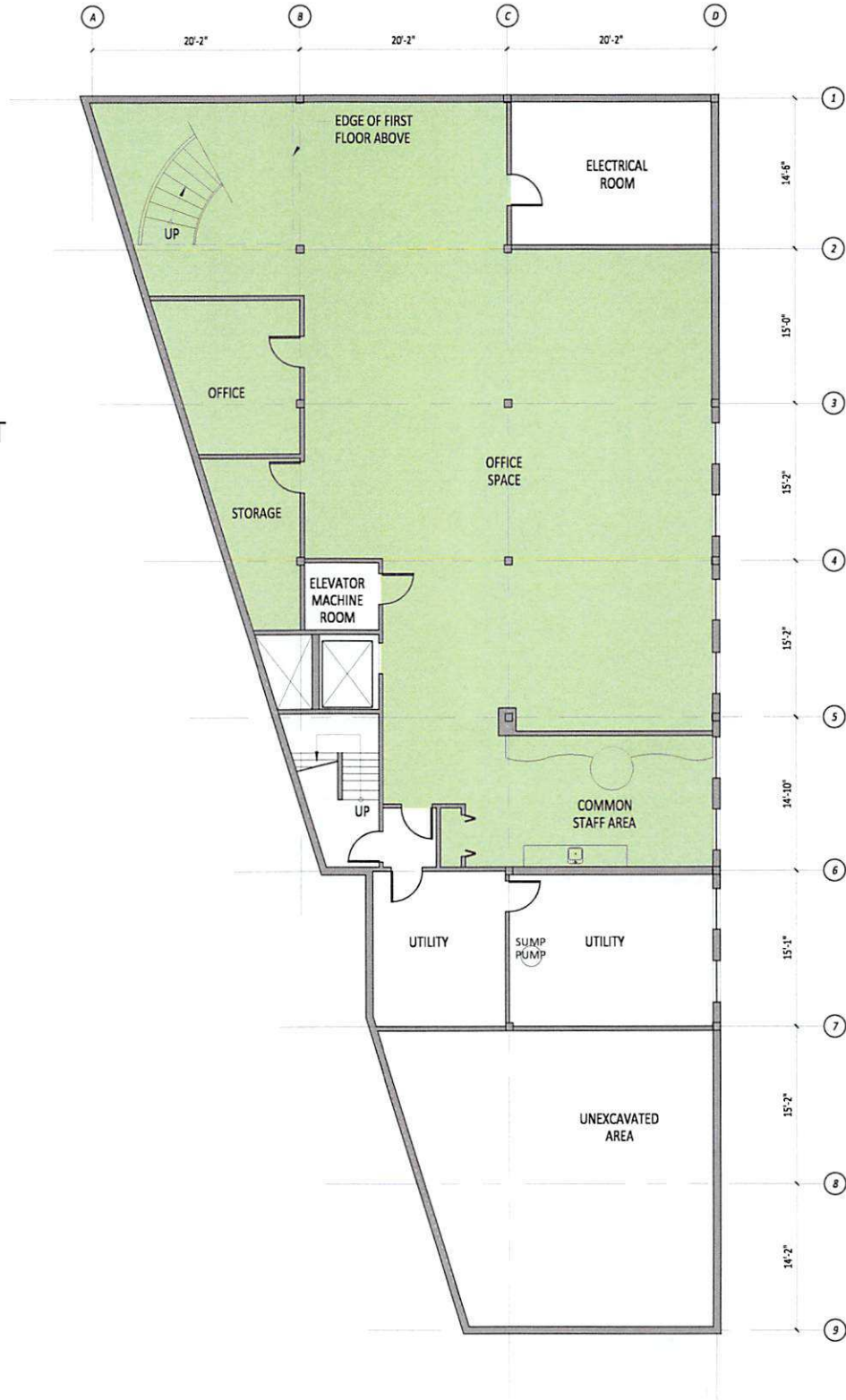
By:  _____ Date: 11-29-22 _____

Title: DONNY STEVENSON - VICE CHAIR _____
Jaison Elkins, Chairman
Muckleshoot Indian Tribe

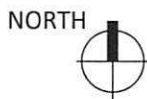
Exhibit A – Building Plan

DRAFT

WATERFRONT
OPERATIONS
3,055 SF



BAKUN BUILDING
BASEMENT



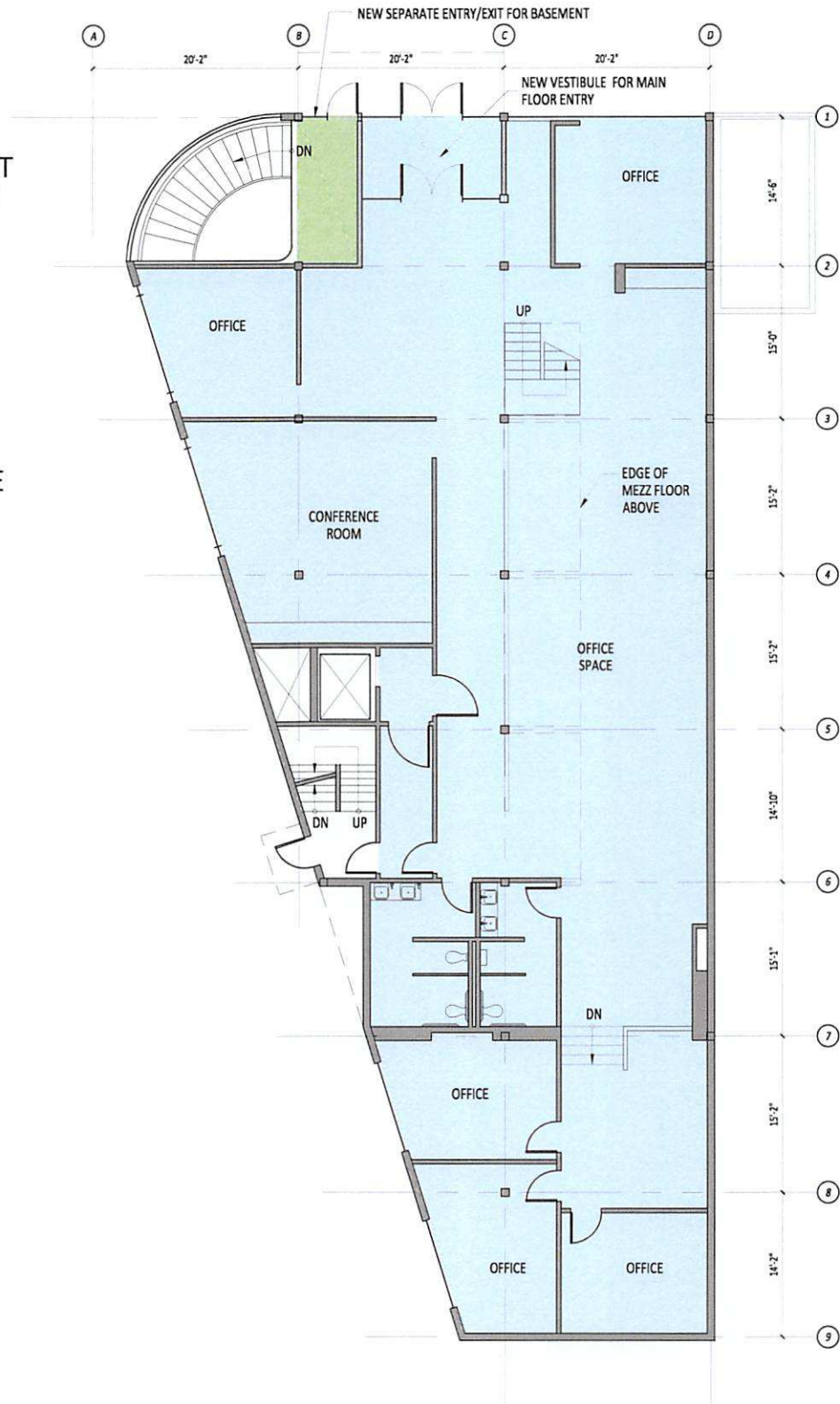
RON WRIGHT & ASSOCIATES/ARCHITECTS, P.S.
2003 WESTERN AVENUE, SUITE 610
SEATTLE, WA 98121
(206) 782-4248

October 27, 2022

1/16" = 1'-0"

WATERFRONT
OPERATIONS
90 SF

TRIBAL
INTERPRETIVE
CENTER
4,396 SF



BAKUN BUILDING
FIRST FLOOR



October 27, 2022

1/16" = 1'-0"

RON WRIGHT & ASSOCIATES/ARCHITECTS, P.S.
203 WESTERN AVENUE, SUITE 610
SEATTLE, WA 98121
(206) 782-4248

TRIBAL
INTERPRETIVE
CENTER
2,256 SF



BAKUN BUILDING
MEZZANINE



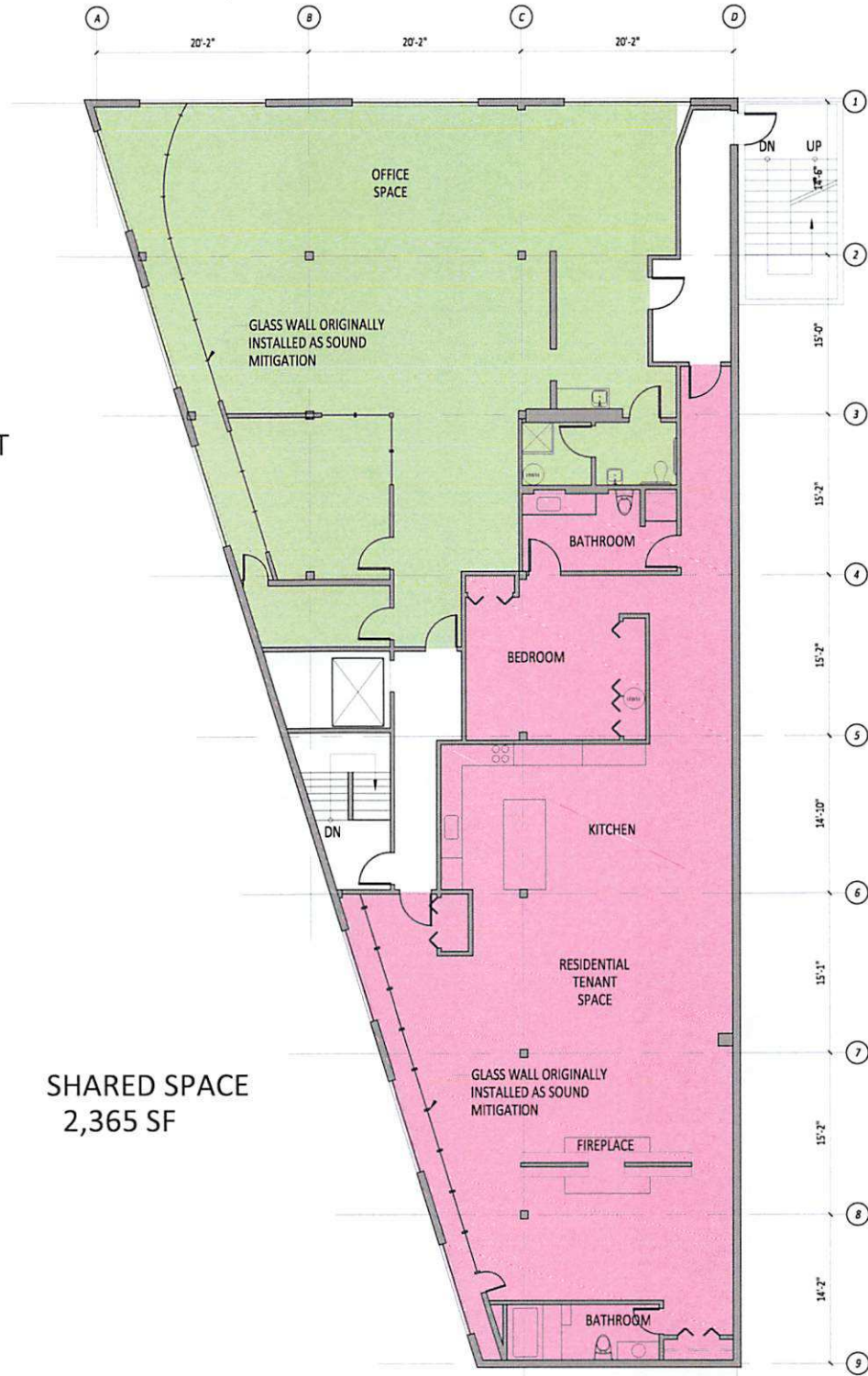
RON WRIGHT & ASSOCIATES/ARCHITECTS, P.S.
203 WESTERN AVENUE, SUITE 610
SEATTLE, WA 98121
(206) 782-4248

October 27, 2022

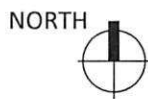
1/16" = 1'-0"

WATERFRONT
OPERATIONS
2,146 SF

SHARED SPACE
2,365 SF



BAKUN BUILDING
SECOND FLOOR



RON WRIGHT & ASSOCIATES/ARCHITECTS, P.S.
2003 WESTERN AVENUE, SUITE 610
SEATTLE, WA 98121
(206) 782-4248

October 27, 2022

1/16" = 1'-0"

Waterfront Operations and Tribal Interpretive Center

Project No:	MC-FA-OWMAINT	BSL Code:	BC-FA-GOVTFAC
Project Type:	Discrete	BSL Name:	General Government Facilities - General
Project Category:	New Facility	Location:	1426 Alaskan Way
Current Project Stage:	Stage 2 - Initiation, Project Definition, & Planning	Council District:	Council District 7
Start/End Date:	2023 - 2024	Neighborhood District:	Downtown
Total Project Cost:	\$13,000	Urban Village:	Downtown

This project holds budget to acquire the Integrus (Bakun) building located on the new Alaskan Way at Pike Street Hillclimb from WSDOT to provide for a facility to house the dedicated staff team for on-going maintenance and operations of the Waterfront Park. This building is located approximately 600 feet from the new maintenance area being provided under the Overlook Walk for vehicle storage and other maintenance activities. The building would also fulfill the City's permitting commitments to the Muckleshoot Tribe for construction of the Elliott Bay Seawall to provide space in a building along the Waterfront for a Tribal Interpretive Center rent free in perpetuity. The Tribe has indicated their interest in the space and that it could fulfill the conditions of the permit.

Resources	LTD Actuals	2022 Revised	2023	2024	2025	2026	2027	2028	Total
Real Estate Excise Tax I	-	-	13,000	-	-	-	-	-	13,000
Total:	-	-	13,000	-	-	-	-	-	13,000
Fund Appropriations / Allocations *	LTD Actuals	2022 Revised	2023	2024	2025	2026	2027	2028	Total
REET I Capital Fund	-	-	13,000	-	-	-	-	-	13,000
Total:	-	-	13,000	-	-	-	-	-	13,000

O&M Impacts: FAS, the Office of the Waterfront, and Seattle Center will develop an operations plan for the facility and will coordinate agreements among the building's multiple user departments and the Muckleshoot Tribe. The operations plan will include details on planned funding resources to meet the ongoing maintenance needs of the facility.

* Funds are appropriated through the Adopted Budget at the Budget Summary Level. All Amounts shown above are in thousands of dollars

2023 Seattle City Council Budget Action

Council Budget Action: Agenda

Tab	Action	Option	Version
FG	002	A	001-2023

Budget Action Title: Add \$500,000 GF (2023) and \$500,000 GF (2024) to FG for potential operating and maintenance costs of the Waterfront Operations and Tribal Interpretive Center

Ongoing: Yes Has Budget Proviso: No

Has CIP Amendment: No Has Attachment: No

Primary Sponsor: Budget Committee

Council Members:

Staff Analyst: Tom Mikesell

Council Bill or Resolution:

Date		Total	LH	TM	KS	AP	DJ	DS	AL	BC	SN
	Yes	0									
	No	0									
	Abstain	0									
	Absent	0									

Summary of Dollar Effect

See the following pages for detailed technical information

	2023 Increase (Decrease)	2024 Increase (Decrease)
General Fund		
General Fund Revenues	\$0	\$0
General Fund Expenditures	\$500,000	\$500,000
Net Balance Effect	\$(500,000)	\$(500,000)
Total Budget Balance Effect	\$(500,000)	\$(500,000)

Budget Action Description:

This Council Budget Action would add \$500,000 GF (2023) and \$500,000 GF (2024) to Finance General (FG) for the operating and maintenance (O&M) costs of the Waterfront Operations and Tribal Interpretive Center, pending development of an operations plan for the facility. The amount may be above the actual annual O&M costs for the Center and some of these funds may be available, after development of an operations plan, to absorb some of the capital costs associated with purchasing the building.

Budget Action Transactions

#	Transaction Description	Position Title	Number of Positions	FTE	Dept	BSL	Fund	Year	Revenue Amount	Expenditure Amount
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2023 Seattle City Council Budget Action

Council Budget Action: Agenda

Tab	Action	Option	Version
FG	002	A	001-2023

1	Reserve for TIC O&M costs		0	0	FG - FG000	FG - BO-FG-2QD00 - General Purpose	00100 - General Fund	2023	\$0	\$500,000
2	Reserve for TIC O&M costs		0	0	FG - FG000	FG - BO-FG-2QD00 - General Purpose	00100 - General Fund	2024	\$0	\$500,000



Legislation Text

File #: CB 120559, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to current use taxation; approving applications for current use taxation of properties located 4200 Baker Avenue NW and 2317 S Norman Street under the King County Public Benefit Rating System.

WHEREAS, the King County Department of Natural Resources and Parks has forwarded two applications 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 4200 Baker Avenue NW (E22CT021S) and 2317 S Norman Street (E22CT030S); and

WHEREAS, the PBRS is administered in accordance with RCW 84.34.037, chapter 458-30 WAC, and King County Code Chapter 20.36 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 applications on May 3, 2023; and

WHEREAS, the Seattle City Council concurs with the recommendations of the King County Department of Natural Resources and Parks as contained in the reports of the applications attached to this ordinance;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council approves the following applications for the public benefit rating system

subject to the conditions enumerated in the attached reports:

A. E22CT021S: Application of GROW for property located at 4200 Baker Avenue NW, for open space purposes, 0.13 acres as described in Attachment 1 to this ordinance, the King County Department of Natural Resources and Parks (DNRP) report on application E22CT021S.

B. E22CT030S: Application of GROW for property located at 2317 S Norman Street, for open space purposes, 0.13 acres as described in Attachment 2 to this ordinance, the DNRP report on application E22CT030S.

Section 2. This ordinance approving applications for current use taxation pursuant to chapter 84.34 RCW, and not subject to mayoral approval or disapproval, shall take effect and be in force 30 days from and after its passage and approval by the City Council.

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

President _____ of the City Council

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - King County Department of Natural Resources and Parks (DNRP) report on application E22CT021S

Attachment 2 - DNRP report on application E22CT030S

**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)**

May 3, 2023

APPLICANT: GROW, Inc.

File No. E22CT021S

A. GENERAL INFORMATION:

1. Owner: GROW, Inc.
PO Box 19748
Seattle, WA 98109
2. Property location: 4200 Baker Avenue NW
Seattle, WA 98107
3. Zoning: NR3
4. STR: NE-13-25-03
5. PBRs categories requested by applicant:

Open space resources

*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 will hear this application on May 11, 2023.

6. Parcel: 661000-0465

Total acreage:	0.13
Requested PBRs:	0.13
Home site/excluded area:	0.00
Recommended PBRs:	0.13

NOTE: The portion recommended for enrollment in PBRS is the entire property. 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 and LR1.
2. Development of the subject property and resource characteristics of open space area: The property contains a community p-patch garden (known as Hazel Heights), with walking paths, a cistern and tool shed. The open space consists of the entire property.
3. Site use: The property is used as a community garden.
4. Access: The property is accessed from Baker Avenue.
5. Appraised value for 2022 (based on Assessor’s information dated 3/17/2023):

<u>Parcel #661000-0465</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$810,000	\$0	\$810,000
Tax applied	\$6,576	\$0	\$6,576

NOTE: Participation in PBRS reduces the **appraised land value** for the **portion** of the property enrolled resulting in a lower taxable value.

C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its 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. Public recreation area – five points
 2. Aquifer protection area – five points
 3. Buffer to public or current use classified land – three points
 4. Equestrian-pedestrian-bicycle trail linkage – thirty-five points
 5. Active trail linkage – fifteen or twenty-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. Rural open space – five points
 12. Rural stewardship land – five points
 13. Scenic resource, viewpoint, or view corridor – five points
 14. Significant plant or ecological site – five points
 15. Significant wildlife or salmonid habitat – five points
 16. Special animal site – three points
 17. Surface water quality buffer – five points
 18. Urban open space – five points
 19. 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. Resource restoration - five points
 2. Additional surface water quality buffer - three or five points
 3. Contiguous parcels under separate ownership - two points
 4. Conservation easement of historic easement – fifteen points
 5. Public access - points dependent on level of access
 - a. Unlimited public access - five points
 - b. Limited public access - sensitive areas - five points
 - c. Environmental education access – three points
 - d. Seasonal limited public access - three points
 - e. None or members only – zero points
 6. Easement and access – thirty-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 #B11.

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. Gardeners actively use the p-patch and the general public may view and enjoy the garden from the street or by walking through. Credit for this category is recommended.

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 from the street or by walking through. Credit for this category is recommended.

- Conservation easement or historic easement

The landowner worked with the City of Seattle in 2004 to establish a conservation easement (recording #20040816002896) for the property, which protects valuable recreational resources in perpetuity. Credit for this category is recommended.

- Easement and access

The property qualifies for an open space resource category (public recreation area), provides unlimited public access and has a conservation easement (recording #20040816002896) in place in perpetuity. Credit for this category is recommended.

NOTE: It is important to note that enrollment in the PBRS program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B7.

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 Enrolled in the
Public Benefit Rating System Current Use Taxation Program**

1. Compliance with these requirements is necessary to continue to receive the tax benefits from the King County Public Benefit Rating System (PBRs) current use taxation program for the property enrolled in the program (Property). Failure to abide by these requirements can result in removal of current use designation and subject the property owner (Owner) to the penalty, tax, and interest provisions of RCW 84.34 and assessment at true and fair value. The King County Department of Assessments (DoA) and the Water and Land Resources Division, Director's Office, Agriculture, Forestry and Incentives Unit (AFI) or its successor may re-evaluate the Property to determine whether removal of the open space designation is appropriate. Removal shall follow the process in RCW 84.34.108.

2. Revisions to these requirements may only occur upon mutual written approval of the Owner and granting authority. These conditions shall apply so long as the Property retains its open space designation. If a conservation easement acceptable to and approved by King County is granted by the Owner or the Owner's successors in interest to the 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 King County.
3. The open space classification for this Property will continue so long as it meets the open space purposes for which it was initially approved. Classification as open space will be removed upon a determination by King County that the Property no longer meets the open space purposes for which it was initially approved. A change in circumstances which diminishes the extent of public benefit from that approved by the King County Council in the open space taxation agreement will be cause for removal of the current use assessment classification. It is the Owner's responsibility to notify the DoA and the AFI Unit or its successor of a change in circumstance with regard to the Property.
4. When a portion of the open space Property is withdrawn or removed from the program, the AFI Unit or its successor and the DoA shall re-evaluate the remaining Property to determine whether it may continue to qualify under the program. If the remaining portion meets the criteria for priority resources, it may continue under current use taxation.
5. Except as provided for in sections 6 and 7 below, no alteration of the open space land or resources shall occur without prior approval by the AFI Unit or its successor. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject the Property 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 the open space Property or resources including but not limited to the following: *(Walking, horseback riding, passive recreation or actions taken in conjunction with a resource restoration plan, or other similar approved activities are permitted.)*
 - 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, planting, introducing, relocating or removing vegetation, however, selective cutting may be permitted for firewood;
 - h. applying herbicides or pesticides or any hazardous or toxic substance;
 - i. discharging pollutants excepting stormwater;
 - j. paving, construction, application of gravel;
 - k. storing of equipment, household supplies, play equipment, or compost;
 - l. engaging in any other activity that adversely impacts the existing vegetation, hydrology, wildlife, wildlife habitat, or other open space resources.

6. Notwithstanding the provisions of Section 5 trees posing a hazard to structures or major roads may be removed. Any trees removed must be replaced.
7. If an area of the Property becomes or has become infested with noxious weeds, the Owner may be required to submit a control and enhancement plan to the AFI Unit or its successor in order to remove such weeds. If an area of the Property becomes or has become invaded by non-native species, the Owner may be required to submit, or may voluntarily submit, an enhancement plan to the AFI Unit or its successor, in order to replace such species with native species or other appropriate vegetation.
8. There shall be no motorized vehicle driving or parking allowed on the open space Property, except for medical, public safety or police emergencies.
9. Grazing of livestock is prohibited on the open space Property.
10. Public access shall be permitted upon any area of the open space Property that is designated for public access.
11. An owner of property enrolled in the program may be required to submit a monitoring report on an annual or less frequent basis as requested by program staff. This report must include a brief description of how the property still qualifies for each awarded resource category. It must also include photographs from established points on the property and any observations by the owner. The owner must submit this report to the department by email or by other mutually agreed upon method. An environmental consultant need not prepare this report.
12. Enrollment in PBRs does not exempt the Owner from obtaining any required permit or approval for activity or use on the Property.

TRANSMITTED to the parties listed hereafter:

Eric Todderud, applicant representative
Lish Whitson, Legislative Analyst, Seattle City Council, Central Staff
Elenore Bonyeau, King County Department of Assessments



BAKER AVE NW

6610000465

NW 42ND ST

2021 Aerial Photo

**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)**

May 3, 2023

APPLICANT: GROW, Inc.

File No. E22CT030S

A. GENERAL INFORMATION:

1. Owner: GROW, Inc.
PO Box 19748
Seattle, WA 98109
2. Property location: 2317 S Norman Street
Seattle, WA 98144
3. Zoning: LR1
4. STR: SW-04-24-03
5. PBRs categories requested by applicant:

Open space resources

- *Public recreation area
- Equestrian-pedestrian-bicycle trail linkage
- Significant plant or ecological site
- Urban open space

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 will hear this application on May 11, 2023.

6. Parcel:	765860-0065
Total acreage:	0.07
Requested PBRS:	0.07
Home site/excluded area:	0.00
Recommended PBRS:	0.07

NOTE: The portion recommended for enrollment in PBRS is the entire property. 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 LR1.
2. Development of the subject property and resource characteristics of open space area: The property contains a community p-patch garden (known as Judkins Park), with walking paths and tool shed. The open space consists of the entire property.
3. Site use: The property is used as a community garden.
4. Access: The property is accessed from S Norman Street.
5. Appraised value for 2022 (based on Assessor’s information dated 3/17/2023):

<u>Parcel #765860-0065</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
Assessed value	\$471,000	\$0	\$471,000
Tax applied	\$3,824	\$0	\$3,824

NOTE: Participation in PBRS reduces the **appraised land value** for the **portion** of the property enrolled resulting in a lower taxable value.

C. REQUIREMENTS SPECIFIED BY KING COUNTY CODE (KCC):

KCC 20.36.010 Purpose and intent.

It is in the best interest of the county to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its 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. Public recreation area – five points
 2. Aquifer protection area – five points
 3. Buffer to public or current use classified land – three points
 4. Equestrian-pedestrian-bicycle trail linkage – thirty-five points
 5. Active trail linkage – fifteen or twenty-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. Rural open space – five points
 12. Rural stewardship land – five points
 13. Scenic resource, viewpoint, or view corridor – five points
 14. Significant plant or ecological site – five points
 15. Significant wildlife or salmonid habitat – five points
 16. Special animal site – three points
 17. Surface water quality buffer – five points
 18. Urban open space – five points
 19. 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. Resource restoration - five points
 2. Additional surface water quality buffer - three or five points
 3. Contiguous parcels under separate ownership - two points
 4. Conservation easement of historic easement – fifteen points
 5. Public access - points dependent on level of access
 - a. Unlimited public access - five points
 - b. Limited public access - sensitive areas - five points
 - c. Environmental education access – three points
 - d. Seasonal limited public access - three points
 - e. None or members only – zero points
 6. Easement and access – thirty-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 #B11.

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 resources

- Public recreation area
The property is used as a community p-patch. Gardeners actively use the p-patch and the general public may view and enjoy the garden from the street or by walking through. Credit for this category is recommended.
- Equestrian-pedestrian-bicycle trail linkage
In order to be eligible for this category, a recorded trail easement must be located on the property. In addition, the property owner must allow the public to use such a trail as an off-road trail linkage for equestrian, pedestrian or other nonmotorized uses or to provide a trail link from a public right of way to a recognized trail system. Credit for this category cannot be recommended.
- Significant plant or ecological site
Qualification for this category requires the existence of a rare plant species or ecosystem identified by the Washington Department of Natural Resources' Natural Heritage Program, existence of which must be confirmed by an expert. Although a community garden, such a species or ecosystem does not exist on the property. Credit for this category cannot be recommended.

- Urban open space
In order to be eligible for this category, a property must be located within the urban growth area and be enrolling 0.50 acres or more of natively vegetated open space. The property is located inside of the urban growth area but consists of a maintained p-patch garden. Credit for this category cannot be recommended.

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 from the street or by walking through. Credit for this category is recommended.
- Conservation easement or historic easement
The landowner worked with the City of Seattle in 2002 to establish a conservation easement (recording #20020201002543) for the property, which protects valuable recreational resources in perpetuity. Credit for this category is recommended.
- Easement and access
The property qualifies for an open space resource category (public recreation area), provides unlimited public access and has a conservation easement (recording #20020201002543) in place in perpetuity. Credit for this category is recommended.

NOTE: It is important to note that enrollment in the PBRS program requires the control and removal of invasive plant species. This issue is addressed in the Resource Information document (page 3) and below in Recommendation #B7.

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 resources

Public recreation area	5
Equestrian-pedestrian-bicycle trail linkage	0
Significant plant or ecological site	0
Urban open space	0

Bonus categories

Unlimited public access	5
Conservation easement or historic easement	18

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 Enrolled in the
Public Benefit Rating System Current Use Taxation Program**

1. Compliance with these requirements is necessary to continue to receive the tax benefits from the King County Public Benefit Rating System (PBRS) current use taxation program for the property enrolled in the program (Property). Failure to abide by these requirements can result in removal of current use designation and subject the property owner (Owner) to the penalty, tax, and interest provisions of RCW 84.34 and assessment at true and fair value. The King County Department of Assessments (DoA) and the Water and Land Resources Division, Director's Office, Agriculture, Forestry and Incentives Unit (AFI) or its successor may re-evaluate the Property to determine whether removal of the open space designation is appropriate. Removal shall follow the process in RCW 84.34.108.
2. Revisions to these requirements may only occur upon mutual written approval of the Owner and granting authority. These conditions shall apply so long as the Property retains its open space designation. If a conservation easement acceptable to and approved by King County is granted by the Owner or the Owner's successors in interest to the 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 King County.
3. The open space classification for this Property will continue so long as it meets the open space purposes for which it was initially approved. Classification as open space will be removed upon a determination by King County that the Property no longer meets the open space purposes for which it was initially approved. A change in circumstances which diminishes the extent of public benefit from that approved by the King County Council in the open space taxation agreement will be cause for removal of the current use assessment classification. It is the Owner's responsibility to notify the DoA and the AFI Unit or its successor of a change in circumstance with regard to the Property.

4. When a portion of the open space Property is withdrawn or removed from the program, the AFI Unit or its successor and the DoA shall re-evaluate the remaining Property to determine whether it may continue to qualify under the program. If the remaining portion meets the criteria for priority resources, it may continue under current use taxation.
5. Except as provided for in sections 6 and 7 below, no alteration of the open space land or resources shall occur without prior approval by the AFI Unit or its successor. **Any unapproved alteration may constitute a departure from an approved open space use and be deemed a change of use, and subject the Property 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 the open space Property or resources including but not limited to the following: (*Walking, horseback riding, passive recreation or actions taken in conjunction with a resource restoration plan, or other similar approved activities are permitted.*)
 - 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, planting, introducing, relocating or removing vegetation, however, selective cutting may be permitted for firewood;
 - h. applying herbicides or pesticides or any hazardous or toxic substance;
 - i. discharging pollutants excepting stormwater;
 - j. paving, construction, application of gravel;
 - k. storing of equipment, household supplies, play equipment, or compost;
 - l. engaging in any other activity that adversely impacts the existing vegetation, hydrology, wildlife, wildlife habitat, or other open space resources.
6. Notwithstanding the provisions of Section 5 trees posing a hazard to structures or major roads may be removed. Any trees removed must be replaced.
7. If an area of the Property becomes or has become infested with noxious weeds, the Owner may be required to submit a control and enhancement plan to the AFI Unit or its successor in order to remove such weeds. If an area of the Property becomes or has become invaded by non-native species, the Owner may be required to submit, or may voluntarily submit, an enhancement plan to the AFI Unit or its successor, in order to replace such species with native species or other appropriate vegetation.
8. There shall be no motorized vehicle driving or parking allowed on the open space Property, except for medical, public safety or police emergencies.
9. Grazing of livestock is prohibited on the open space Property.

10. Public access shall be permitted upon any area of the open space Property that is designated for public access.
11. An owner of property enrolled in the program may be required to submit a monitoring report on an annual or less frequent basis as requested by program staff. This report must include a brief description of how the property still qualifies for each awarded resource category. It must also include photographs from established points on the property and any observations by the owner. The owner must submit this report to the department by email or by other mutually agreed upon method. An environmental consultant need not prepare this report.
12. Enrollment in PBRs does not exempt the Owner from obtaining any required permit or approval for activity or use on the Property.

TRANSMITTED to the parties listed hereafter:

Eric Todderud, applicant representative
Lish Whitson, Legislative Analyst, Seattle City Council, Central Staff
Elenore Bonyeau, King County Department of Assessments

S NORMAN ST

2021 Aerial Photo

7658600065

24TH AVES

191



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Legislative	Lish Whitson/206-615-1674	N/A

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to current use taxation; approving applications for current use taxation of properties located 4200 Baker Avenue NW and 2317 S Norman Street under the King County Public Benefit Rating System.

Summary and Background of the Legislation: This bill approves two applications for current use taxation under the King County Public Benefit Rating System (PBRS) pursuant to RCW 84.34. Both applications are from the community gardening non-profit GROW, Inc., which owns these properties and dedicates them for use as P-Patches through the City’s P-Patch program. The applications are:

- A. E22CT021S: Application of GROW, Inc. for property located at 4200 Baker Avenue NW, for open space purposes, 0.13 acres.
- B. E22CT030S: Application of GROW, Inc. for property located at 2317 S Norman Street, for open space purposes, 0.13 acres.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
The legislation would have the effect of shifting property taxes levied against these properties to all other properties in the City. There would be no impact to the City’s revenue.

Are there financial costs or other impacts of *not* implementing the legislation?
None

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
No

b. Is a public hearing required for this legislation?

Yes, a public hearing will be held.

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

Notice of the public hearing in *The Daily Journal of Commerce* is required under State law.

d. Does this legislation affect a piece of property?

Maps of the property effected are included in Attachments 1 and 2 to the bill.

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

The bill would slightly shift the tax burden from these properties to all other properties in the City. The effect on any particular property would be minimal, however this program is only available to properties that are large enough to contain public open space. Implementation of the PBRs is a King County function and any Language Access Plan would be undertaken by King County.

f. Climate Change Implications

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

No

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

These two properties are P-patches, which provide space for gardeners to grow food to support their households, allowing those households to be more resilient. The PBRs is a County-wide program implementing a State-wide program that helps to maintain open spaces in non-developed use, particularly in rural and forested areas, helping to increase the State's resiliency.

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

Not applicable

Summary Attachments:

None



Legislation Text

File #: CB 120549, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City’s criminal code; amending the crime of Obstructing a Public Officer to include obstructing firefighters and fire department personnel; and amending Section 12A.16.010 of the Seattle Municipal Code.

WHEREAS, the Seattle Fire Department (SFD) employs almost 1200 personnel, including over 900 uniformed personnel of which over 200 respond daily to emergencies across Seattle; and

WHEREAS, all SFD Firefighters are also certified Emergency Medical Technicians, and over 60 of these Firefighters have completed rigorous specialized training and serve the department as Firefighter/Paramedics; and

WHEREAS, SFD delivered 92,233 service responses in 2021 and 106,453 in 2022, including emergency fire suppression, rescue, and medical response; and

WHEREAS, SFD response exposes SFD personnel to such hazards as structural fires, vehicle fires, explosions, electrical hazards, chemical hazards, structural collapse, and infectious disease; and

WHEREAS, the additional risk to SFD personnel of intentional interference by a member of the public, also known as obstruction, is not tolerable given the life-or-death nature of the services they perform and monitor to protect the public; and

WHEREAS, the Seattle Municipal Code provides protection from obstruction to police officers and to certain other City employees who are carrying out their duties to protect the public; and

WHEREAS, the City wishes to extend this protection to SFD personnel; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 12A.16.010 of the Seattle Municipal Code, last amended by Ordinance 117158, is amended as follows:

12A.16.010 Obstructing a public officer

A. A person is guilty of obstructing a public officer if, with knowledge that the person obstructed is a public officer, he or she:

1. Intentionally and physically interferes with a public officer; or
2. Intentionally hinders or delays a public officer by disobeying an order to stop given by such officer; or
3. Intentionally refuses to cease an activity or behavior that creates a risk of injury to any person when ordered to do so by a public officer; or
4. Intentionally destroys, conceals, or alters or attempts to destroy, conceal, or alter any material that he or she knows the public officer is attempting to obtain, secure, or preserve during an investigation, search, or arrest; or
5. Intentionally refuses to leave the scene of an investigation of a crime while an investigation is in progress after being requested to leave by a public officer.
6. Intentionally refuses to leave the scene of a fire department emergency response while it is in progress after being requested to leave by a public officer when the person's conduct or presence hinders, delays, or compromises legitimate fire department actions or rescue efforts; threatens the safety of fire department personnel or members of the public; or attempts to incite others to violence.

B. No person shall be convicted of violating this Section 12A.16.010 if the Judge determines, with respect to the person charged with violating this Section 12A.16.010, that the public officer was not acting lawfully in a governmental function.

C. For purposes of this Section 12A.16.010, a "public officer" means those individuals responsible for the enforcement of the provisions of the Seattle Municipal Code, including provisions related to fire,

building, zoning, and life and safety codes; those individuals empowered to make arrests for offenses under the Seattle Municipal Code; ((€)) those individuals responsible for the enforcement of the federal or state criminal laws((-)); or a firefighter or other employee of a fire department who was performing his or her official duties at the time of the obstruction.

D. Obstructing a public officer is a gross misdemeanor.

Section 2. The Seattle Police Department shall report for one year to the City Council on the locations, disposition, and demographic information of individuals arrested under Seattle Municipal Code Section 12A.16.010, when arrested for obstructing fire department personnel in the performance of their official duties or when obstruction occurs at the scene of a fire department emergency response pursuant to subsection 12A.16.010.A.6. Reporting shall occur on at least a quarterly basis to the Chair and membership of the committee with oversight of public safety, beginning no later than September 2023.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments (if any):

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
LAW	James Kenny/4-8532	Ramandeep Kaur/4-0225

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the City’s criminal code; amending the crime of obstructing a public officer to include obstructing firefighters and fire department personnel; and amending Section 12A.16.010 of the Seattle Municipal Code.

Summary and Background of the Legislation: This legislation would amend Seattle Municipal Code (SMC) 12A.16.010 (Obstructing a Public Officer) to clarify that the same legal protection from obstruction applies to Seattle Police Department officers engaged in incident response or crime investigation and Seattle Fire Department personnel engaged in incident response or monitoring. “Obstruction” here refers to such intentional activities, on the part of a person not involved in the response, as physical interference with the responder and refusal to leave a scene after having been directed to do so by a public officer.

This clarification would be provided by two changes to existing SMC:

- The description of activities that may result in a charge of obstructing a public officer would be expanded to include specific reference to SFD response – i.e., “fire department emergency response.” Currently the description of these activities has an enforcement focus (e.g., “investigation, search, or arrest”) and does not explicitly apply to SFD emergency response.
- The definition of “public officer” would be expanded such that it encompasses SFD first responders and other SFD personnel who may monitor that response. Currently the definition is only clearly applicable to SFD firefighters in the Fire Marshal’s Office, who have an enforcement purview but who are not first responders.

These changes would provide the basis for SPD to develop policies around the establishment and enforcement of obstruction zones during SFD fire and medical response, essentially creating a perimeter that, if breached, would allow SPD to charge the violator with obstruction of a public officer.

The legislation specifies that protection from obstructions would only apply while SFD personnel are performing their official duties on behalf of the City.

2. CAPITAL IMPROVEMENT PROGRAM

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

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget?

___ Yes X No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

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

No. This legislation has no financial impact.

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

By clarifying that the protections of SMC 12A.16.010 apply to SFD personnel, the legislation provides a clear path to the prosecution of an individual whose actions conflict with the SMC, for instance by interfering with an SFD paramedic who is providing first aid. Absent such clarification, such prosecution may be more difficult.

4. OTHER IMPLICATIONS

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

The legislation was drafted by the Law Department with the consent and input of SFD. It will primarily affect SFD. It will also affect SPD in that (a) operationalizing the legislation's expansion of statutory authority will require collaboration between the two departments; and (b) it is possible that this expansion will result in increased arrests, by SPD officers, for the crime of obstruction of a public officer.

b. Is a public hearing required for this legislation?

No

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

No

d. Does this legislation affect a piece of property?

No

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

The legislation extends the crime of obstruction of a public officer to SFD personnel. To the extent that the amended statute is enforced and there are increased arrests for the crime of obstruction, it is possible that the result will be an increase in the harm caused by a criminal legal system that disproportionately impacts vulnerable communities and communities of

color. Such increase could include the perpetuation of poverty through this system’s fines and fees and its negative impact on an individual’s ability to find and maintain stable employment, housing, or ongoing supportive connections to community.

The legislation reflects language in Ordinance 125313, which was passed by the Council in 2017. That ordinance recognized the right of members of the public to observe and record SPD response and acknowledged that such actions are consistent with “the public’s right to hold government officials accountable.” Research has also shown that a sole charge of obstruction of a public officer (and similar statutes, such as resisting or delaying a public officer) have historically been used to suppress and penalize people of color. Ordinance 125313 described a set of detrimental behaviors, on the part of a member of the public, that would need to be present for an arresting officer to justify a charge of obstruction of an SPD officer – in other words, it imposed a clear and universal standard for this charge, ensuring that it could not be made at an officer’s discretion. Mirroring that descriptive language in this legislation imposes the same standard for a charge of obstruction of SFD personnel.

f. Climate Change Implications

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

No

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

No

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

The legislation does not include a new initiative or major programmatic expansion.

Summary Attachments (if any):



Legislation Text

File #: CB 120543, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting SeaPort Midstream Partners, LLC permission to maintain and operate a pipeline system in, under, along, and across Southwest Florida Street, between 13th Avenue Southwest and 16th Avenue Southwest, for a 30-year term, renewable for two successive 15-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 110519, The City of Seattle (“City”) granted permission to Atlantic Richfield

Company to construct, maintain, and operate a pipeline system in, under, and across Southwest Florida Street; and

WHEREAS, BP West Coast Products LLC obtained the property now known as King County Parcel Numbers 7666702900 and 7666701680 from Atlantic Richfield Company, a Delaware corporation, Atlantic Richfield Company, a Pennsylvania corporation, The Atlantic Refining Company, a Pennsylvania corporation, and Richfield Oil Corporation, a Delaware corporation, effective as of December 31, 2001, and BP West Coast Products LLC, indirectly transferred ownership of the pipeline system to SeaPort Midstream Partners, LLC in 2017; and

WHEREAS, the permission authorized by Ordinance 110519 was amended by Ordinance 119397 and was renewed by Resolution 28646, and the permission ended on December 31, 2001; and

WHEREAS, the obligations of Ordinance 110519 remain in effect after the ordinance term expires until the encroachment is removed, or SeaPort Midstream Partners, LLC is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to renew the permission granted; and

WHEREAS all renewals allowed by Ordinance 110519 are exhausted and a new ordinance is required to repermit the existing pipeline system in the right-of-way; and

WHEREAS, SeaPort Midstream Partners, LLC has applied for permission to maintain and operate the existing pipeline system (including four 10-inch pipelines) in, under, along, and across Southwest Florida Street, on a 10-foot-wide strip of land between 13th Avenue Southwest and 16th Avenue Southwest for the purposes of transmitting petroleum products between their oil storage plant facilities (Plant 1 and Plant 2) on Harbor Island; and maintain and operate a pipeline system in, under, and across Southwest Florida Street (“pipeline system”); and

WHEREAS, the existing pipeline system located in, under, along, and across Southwest Florida Street, between 13th Avenue Southwest and 16th Avenue Southwest (“encroachment”) has not been removed and remains in the right-of-way;

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the pipeline system to legally occupy a portion of the public right-of-way; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms of the ordinance, permission is granted to SeaPort Midstream Partners, LLC (“Permittee”) and its successors and assigns, to maintain, operate, renew, repair, change the size and number of, and/or remove a system of pipelines (“pipeline system”), under, along, across, and in Southwest Florida Street between 13th Avenue Southwest and 16th Avenue Southwest, adjacent to:

Parcel 1

Lots 1 through 14, inclusive, in Block 405 of Seattle Tide Lands, Extension No. 1, according to the maps on file in the Office of the Commissioner of Public Lands in Olympia, King County, Washington; together with the Southerly 50 feet, in width, of vacated West Florida Street adjoining on the North.

Parcel 2

Parcel B of Lot Boundary Adjustment No. 9806472 recorded April 12, 1999 under Recording No. 9904129014, in King County, Washington.

Section 2. **Term.** The permission granted to the Permittee is for a term of 30 years, starting on the effective date of this ordinance, and ending at 11:59 p.m. on the last day of the thirtieth year. Upon written application of the Permittee at least one year before expiration of the term, the Director or the City Council may renew the permit for two successive 15-year terms, subject to the right of the City to require the removal of the pipeline system or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The total term of the permission as originally granted and extended shall not exceed 60 years. The Permittee shall submit any application for a new permission no later than one year prior to the expiration of the then-existing term.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support or relocation of existing utilities deemed necessary by the owners of the utilities and the Permittee being responsible for any damage to the utilities due to the repair, reconstruction, maintenance, or operation of the pipeline system, and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, “public place”) by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove the pipeline system, or any part thereof or installation on the public place, at the Permittee’s sole cost and expense in the event that:

- A. The City Council determines by ordinance that the space occupied by the pipeline system is necessary for any public use or benefit or that the pipeline system interferes with any public use or benefit; or
- B. The Director determines that use of the pipeline system has been abandoned; or
- C. The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to

correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination that the space is needed for, or the pipeline system interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. Permittee's obligation to remove and restore. If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the pipeline system, the Permittee shall, at its own expense, remove the pipeline system and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the pipeline system in as good condition for public use as existed prior to construction of the pipeline system and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the pipeline system as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the pipeline system and restore the public place at the Permittee's expense, and collect such expense in any manner provided by law.

Upon the Permittee's completion of removal and restoration in accordance with this section, or upon the City's completion of the removal and restoration and the Permittee's payment to the City for the City's removal and restoration costs, the Director shall then issue a certification pursuant to Section 8 of this ordinance.

Section 6. Repair, reconstruction, readjustment or relocation. The pipeline system shall remain the

exclusive responsibility of the Permittee and the Permittee shall maintain the pipeline system in good and safe condition for the protection of the public.

Except where necessary to respond to an emergent and imminent threat to property or human safety, the Permittee shall not reconstruct, relocate, readjust, or repair the pipeline system except under the supervision of the Director and in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the pipeline system reconstructed, relocated, readjusted, or repaired at the Permittee's own cost and expense because of: the deterioration or unsafe condition of the pipeline system or any part thereof or installation thereon; grade separations; the installation, construction, reconstruction, maintenance, operation, or repair of any municipally owned public utilities; or for any other cause.

Section 7. Failure to correct unsafe condition. After written notice to the Permittee and failure of the Permittee to correct any unsafe conditions within the time stated in the notice, the Director may order that the pipeline system be closed or removed at the Permittee's expense if the Director deems that the pipeline system has become unsafe or creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not required.

Section 8. Continuing obligation to remove and restore. Notwithstanding termination or expiration of the permission granted, or closure or removal of the pipeline system, the Permittee shall remain bound by its obligation under this ordinance until:

- A. The pipeline system and all its equipment and property are removed from the street right-of-way;
- B. The area is cleared and restored in a manner and to a condition satisfactory to the Director; and
- C. The Director certifies that the Permittee: (1) has fulfilled its removal and restoration obligations under this ordinance; and (2) has discharged its obligations under this ordinance for occurrences after the date of the certificate.

Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from

compliance with all or any of the Permittee's obligations to remove the pipeline system and its property and to restore any disturbed areas, including, for the avoidance of doubt, Permittee's obligations under Section 5 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The pipeline system shall remain the exclusive responsibility of the Permittee, and the Permittee agrees to maintain the pipeline system in good and safe condition. The Permittee, by accepting the terms of this ordinance and the permission granted, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorney's fees, or damages of every kind and description arising out of or by reason of the pipeline system or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

- A. The existence, condition, reconstruction, modification, maintenance, operation, use, or removal of the pipeline system;
- B. Anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or
- C. The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the pipeline system, or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City,

the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 8 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

1. Reconstruction, modification, operation, maintenance, use, existence, or removal of the pipeline system, as well as restoration of any disturbed areas of the public place in connection with removal of the pipeline system;
2. The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and
3. Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to

chapter 48.15 RCW. If coverage is placed with any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to the provisions of this ordinance regarding self-insurance.

Permittee shall maintain in full force and effect at Permittee’s sole cost and expense, and Permittee shall ensure that its contractors and subcontractors of all tiers contracted for reconstruction, modification, operation, maintenance, use, existence or removal of the pipeline system in accordance with this ordinance shall maintain in full force and effect during the periods stated, minimum types of insurance coverages with such minimum limits of liability and meeting such general conditions as are set forth below.

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; Contractual Liability and may be in any combination of primary and umbrella/excess liability policies. Coverage shall include “The City of Seattle, its officers, officials, employees and agents” as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

If the reconstruction, modification, operation, maintenance, use, existence, or removal of the pipeline system is contracted, applicable minimum coverages and limits of liability may be evidenced by any contractor or subcontractor provided that such insurance fully meets the applicable requirements set forth herein.

Notwithstanding, Permittee shall have authority to determine and adjust insurance coverage and limits for contractor or subcontractors contracted for reconstruction, modification, operation, maintenance, use, existence or removal of the pipeline system, provided that any adjustment or modification to subcontractor insurance requirements shall not reduce or modify Permittee’s obligations under this Agreement.

A. Commercial General Liability (CGL) Insurance. CGL insurance must include coverage for:

1. Premises/Operations;
2. Personal/Advertising Injury;
3. Contractual;
4. Independent Contractors; and
5. Stop Gap (unless insured as Employers Liability under Part B of a Workers Compensation

Insurance Policy).

Such insurance must provide a minimum limit of liability of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage (CSL) except \$1,000,000 each Offense Personal/Advertising Injury and \$1,000,000 each Accident/Disease - Policy Limit/Disease - each Employee Stop Gap or Employers Liability. Permittee's, and, if applicable, its contractor's or subcontractor's, CGL insurance must not exclude perils generally known as XCU (Explosion, Collapse and Underground Property Damage), Subsidence, Absolute Earth Movement (except as respects earthquake peril only) or any equivalent peril.

B. Automobile Liability Insurance. Automobile Liability for owned, non-owned, hired, and leased vehicles, as applicable, with a minimum limit of liability of \$1,000,000 CSL. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

C. State of Washington Statutory Workers' Compensation Insurance. Permittee, and, if applicable, its contractors or subcontractors, must comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance).

D. Contractor's Pollution Liability Insurance. Permittee, and, if applicable, its contractors or subcontractors, shall provide a Pollution Liability policy for pollutants that are or may be remediated on or off site covering claims, including investigation, defense, or settlement costs and expenses that involve bodily injury and property damage (including natural resources damages and loss of use of tangible property that has not been physically injured) covering:

1. Pollution conditions caused or made worse by Permittee, and, if applicable, its contractors or subcontractors, including clean-up costs for a newly caused condition or a historical condition that is made worse.

2. In-Transit Pollution Liability.

3. The vicarious liability of contractors or subcontractors of any tier (if applicable).

Such Pollution Liability insurance shall provide a minimum limit of liability of \$5,000,000 each claim with a minimum aggregate limit of 200 percent of each claim limit. With respect to any reconstruction project for the pipeline system, there shall be no requirement for a dedicated reconstruction project aggregate limit provided that Permittee, its contractors or subcontractors shall (1) cause to be submitted to the City prior to the Notice to Proceed date with its insurance certification a written statement from its authorized insurance representative that the full minimum aggregate limit is available and has not been impaired by any claims reserved on another project, and (2) thereafter, until the completion of the reconstruction project, Permittee, its contractors or subcontractors shall provide notice in writing to the City within ten days of Permittee's, contractor's or subcontractor's constructive knowledge of any pending or actual impairment of the aggregate limit. If in-Transit Pollution Liability is required but it is not provided under the Automobile Liability, then Permittee, and, if applicable, its contractors or subcontractors, must provide evidence of In-Transit Pollution Liability transportation coverage under Permittee's, and, if applicable, its contractor's or subcontractor's, Pollution Liability policy.

E. Umbrella or Excess Liability Insurance. Permittee, and, if applicable, its contractors or subcontractors, shall provide minimum Excess or Umbrella Liability coverage limits of \$5,000,000 each occurrence in excess of the primary CGL and Automobile liability insurance limits specified in Section 10 of this ordinance. The minimum total limits requirement of \$5,000,000 may also be satisfied with primary CGL and/or Automobile liability insurance limits or any combination of primary and excess/umbrella limits.

F. Coverages Required during Course of Reconstruction. Prior to mobilization on site of its contractor or any subcontractor of any tier contracted for reconstruction of the pipeline system, Permittee shall maintain, or cause to be maintained by its contractor, not at City's expense, Builder's Risk Property insurance, and Permittee shall ensure that such insurance shall be in effect at all times during new construction or structural alteration and shall not be terminated until the physical completion thereof. Such insurance shall:

1. Cover all portions of the pipeline system subject to such reconstruction, including all new

structures and existing structures that are to be structurally altered (but excluding existing structures to be demolished) and all materials, equipment, supplies and temporary structures being built or stored at or near the construction site, or while in transit;

2. Provide “All Risk” coverage in an amount equal to the current 100 percent completed value replacement cost of all property on the pipeline system subject to such reconstruction required to be covered, including the value of existing structures that have been structurally altered (including allowance for “soft costs”) against loss from the perils of fire and other risks of direct physical loss not less broad than provided by the insurance industry standard Causes of Loss - Special Form CP 10 30;

3. If so required in writing by the City, include earth movement including earthquake and flood perils and such other endorsements and coverages as the City may from time to time reasonably require and any other insurance required by law or by the terms of this ordinance;

4. Remain in force until coverage for Permittee’s Permanent Property Insurance complying with this Section is bound;

5. Provide that payment of deductibles are the responsibility of Permittee, and, if applicable, its contractor or subcontractors, except for: (a) earth movement including earthquake or flood claims: or (b) all risks claims to the extent damage is not caused by the negligent acts of Permittee, and, if applicable, its contractor or any subcontractor;

6. Include The City of Seattle as loss payee as its interest may appear; and

7. Be endorsed to cover the interests, as they may appear, of contractors and subcontractors of all tiers (if applicable).

G. General Conditions (Not Applicable to Washington State Workers Compensation)

1. Failure on the part of Permittee, and, if applicable, its contractors or subcontractors, to maintain the insurance as required constitutes a material breach of ordinance, on which the City may, after giving five business days’ notice to Permittee, and, if applicable, its contractor or subcontractor, to correct the

breach, may immediately terminate the ordinance or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

2. Unless otherwise approved in advance by the City’s Risk Manager in writing, any deductible in excess of \$50,000 or self-insured retention (SIR) in excess of \$50,000 that is not fronted by an insurer must be disclosed and is subject to the City’s Risk Manager’s approval. Upon request by the City, Permittee, and, if applicable, its contractors or subcontractors, must furnish financial information that the City may reasonably require to assess Permittee’s, and, if applicable, its contractor’s or subcontractor’s risk bearing capacity, and must provide a written statement that Permittee, and, if applicable, its contractors or subcontractors, will defend and indemnify the City against any claim within Permittee’s, and, if applicable, its contractor’s or subcontractor’s, SIR and is responsible for the cost of any payments for defense and indemnity falling within the SIR at least to the same extent that coverage would be afforded to the City under the relevant insurance policy meeting the requirements stated herein.

3. Security of Insurers. Insurers shall be licensed to do business in the State of Washington and shall maintain not less than an A- VII A.M. Best’s ratings unless coverage is procured as surplus lines under RCW Chapter 48.15 (“Unauthorized Insurers”).

4. Cancellation. Coverage shall not be cancellable without at least 30 days’ advance written notice of cancellation, except ten days with respect to cancellation for non-payment of premium.

5. Waiver of Subrogation. CGL, Auto, and Employer’s Liability insurance required to be maintained by Permittee hereunder shall contain a waiver of subrogation in favor of the City.

6. CGL Insurance Additional Insured. CGL insurance maintained by Permittee shall include “the City, its officers, elected officials, employees, agents, and volunteers” as additional insureds for primary and non-contributory limits of liability.

7. Certificates of Insurance. The Permittee shall each deliver to the City Certificates of Liability Insurance issued in conformance with prevailing established market practice evidencing compliance with the

minimum levels of coverages and limits of liability and meeting general conditions stated herein, including but not limited to provision for notice of cancellation as specified herein.

8. At any time upon the City's request, Permittee, and, if applicable, its contractors or subcontractors, must forward to the City a true and certified copy of any insurance policy.

9. This Section 10 must survive the expiration or earlier termination of this ordinance.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to SDOT at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from an authorized representative of the Permittee may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of its self-insurance program. The City's Risk Manager may at any time revoke approval of self-insurance; provided that in order to make any such revocation, the City must, in its reasonable discretion, determine that circumstances exist that would materially and adversely affect Permittee's ability to sustain its previously approved self-insurance, and following such revocation, the City shall require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the

Permittee shall maintain in effect the insurance required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Notwithstanding anything to the contrary contained herein, any of the insurance required to be held by Permittee pursuant to this ordinance may be covered under an umbrella, blanket, or similar policy.

Section 11. Contractor insurance. The Permittee shall contractually require that all of its contractors performing work on the pipeline system name “The City of Seattle, its officers, officials, employees and agents” as an additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. Permittee shall also include in all contract documents with its contractors performing work on the pipeline system a third-party beneficiary provision extending to the City construction indemnities and warranties granted to Permittee.

Section 12. Performance bond. Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington that is: in the amount of \$110,000 and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 8 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney’s Office may be substituted for the bond. In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. Adjustment of insurance and bond requirements. The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the

Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. Consent for and conditions of assignment or transfer. When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to Section 20 of this ordinance. Prior to transfer, the successor owner of the Property shall accept all of the terms and conditions of the permission granted by this ordinance and the new owner of the Property shall be conferred with the rights and obligations of Permittee by this ordinance. Other than a transfer to a new owner of the Property, Permittee shall not transfer, assign, mortgage, pledge or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity when the new owner has provided, at the time of the acceptance, the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the pipeline system.

Section 15. Inspection fees. The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the pipeline system during construction, reconstruction, repair, annual inspections, and at other times deemed necessary by the City. An inspection or approval of the pipeline system by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the pipeline system. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 16. Inspection reports. The Permittee shall submit to the Director, or to SDOT at an address

specified by the Director, an inspection report that:

- A. Describes the physical dimensions and condition of all load-bearing elements;
- B. Describes any damages or possible repairs to any element of the pipeline system;
- C. Prioritizes all repairs and establishes a timeframe for making repairs; and
- D. Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of the ordinance; subsequent reports shall be submitted every two years, provided that, in the event of a natural disaster or other event that may have damaged the pipeline system, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the pipeline system. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use and Occupation Fee of \$728.43, or as adjusted annually thereafter, for the privileges granted by this ordinance. The Permittee shall also pay, on the effective date of this ordinance, \$5,221.86 in fees accrued but not paid from January 1, 2011, consistent with Ordinance 123485 authorizing fees for significant structure permits, beginning on January 1, 2011.

Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the

percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall pay any other applicable fees, including fees for reviewing applications to renew the permit after expiration of the first term. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

Section 18. Compliance with other laws. Permittee shall maintain and operate the pipeline system in compliance with all applicable federal, state, County and City laws and regulations. Without limitation, in all matters pertaining to the pipeline system, the Permittee shall comply with the City’s laws prohibiting discrimination in employment and contracting including Seattle’s Fair Employment Practices Ordinance, Chapter 14.04 SMC, and Fair Contracting Practices Code, Chapter 14.10 SMC (or successor provisions).

Section 19. Acceptance of terms and conditions. The Permittee shall provide evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within 60 days after the effective date of this ordinance. Continued occupation of the right-of-way constitutes the Permittee’s acceptance of the terms of this ordinance.

Section 20. Obligations run with the Property. The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the pipeline and legally described in Section 1 of this ordinance (the “Property”), regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, Permittee shall provide to the Director a current title report showing the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder’s Office. The Director shall file the

recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property, excluding, for the avoidance of doubt, any encumbrances previously granted by Permittee to be subordinated to the covenant agreement.

Section 21. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 22. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

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

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE granting SeaPort Midstream Partners, LLC permission to maintain and operate a pipeline system in, under, along, and across Southwest Florida Street, between 13th Avenue Southwest and 16th Avenue Southwest, for a 30-year term, renewable for two successive 15-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary and Background of the Legislation:

This legislation allows SeaPort Midstream Partners, LLC to continue maintaining and operating a pipeline system in, under, along, and across Southwest Florida Street, between 13th Avenue Southwest and 16th Avenue Northwest. The pipeline system permit is for a period of thirty years, commencing on the effective date of the ordinance. The permit may be extended for two successive 15-year terms. The legislation specifies the conditions under which permission is granted.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? X Yes No

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
	\$0	\$0	\$0	\$0
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
	\$0	\$0	Annual Fee: \$728.43 Accrued Annual Fees: \$5,221.86	TBD
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024
	0	0	0	0

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

No

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

If the legislation is not enacted by City Council, the City of Seattle will not receive the 2023 Annual Fee of \$728.43, nor the accrued fees of \$5,221.86 from 2011 to 2022, and any ongoing fees.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
Transportation Fund (13000)	SDOT	Annual fee and accrued fees	\$5,950.29	TBD
TOTAL			\$5,950.29	TBD

Is this change one-time or ongoing?

Ongoing

Revenue/Reimbursement Notes:

The 2023 fee is based on the 2023 land value as assessed by King County. The 2011-2022 fees are based on the land assessed values by King County for the specific years.

3.c. Positions

This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

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

No.

b. Is a public hearing required for this legislation?

No.

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

No.

d. Does this legislation affect a piece of property?

Yes, the SeaPort Midstream Partners, LLC property legally described in Section 1 of the Council Bill.

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

This legislation does not have any implications for the principles of the Race and Social Justice Initiative and does not impact vulnerable or historically disadvantaged communities.

f. Climate Change Implications

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

This legislation is for an existing petroleum pipeline. An increase or decrease in carbon emissions in a material way is unlikely.

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

No.

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

N/A

Summary Attachments:

Summary Attachment A - SeaPort Midstream Partners LLC Pipeline System Area Map
Summary Attachment B - SeaPort Midstream Partners LLC Pipeline System Annual Fee
Assessment Summary

SeaPort Midstream Partners LLC Pipeline System Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

SeaPort Midstream Partners LLC Pipeline System Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 12/5/2022

<p><u>Summary:</u> Land Value: \$35.00/SF 2023 Permit Fee: \$728.43</p>
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I. Property Description:

Existing pipeline system in, under, along, and across SW Florida St, between 13th Ave SW and 16th Ave SW. The pipeline system transports petroleum products below-grade to two oil plant facilities. The pipeline system area is **925 square feet**.

Applicant:

TransMontaigne Partners LLC

Abutting Parcels, Property Size, Assessed Value:

2023

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2023 Appraised Land Value \$19,509,700 (\$35/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2023 Appraised Land Value \$2,843,800 (\$35/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2023 Appraised Land Value \$42,470,700 (\$35/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2023 Appraised Land Value \$3,713,500 (\$35/square foot)

Average 2023 Tax Assessed Land Value: \$35/SF

2022

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2022 Appraised Land Value \$19,509,700 (\$35/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2022 Appraised Land Value \$2,843,800 (\$35/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2022 Appraised Land Value \$39,031,000 (\$32.17/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2022 Appraised Land Value \$3,713,500 (\$35/square foot)

Average 2022 Tax Assessed Land Value: \$34.29/SF

2021

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2021 Appraised Land Value \$19,509,700 (\$35/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2021 Appraised Land Value \$2,843,800 (\$35/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2021 Appraised Land Value \$39,197,700 (\$32.30/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2021 Appraised Land Value \$3,713,500 (\$35/square foot)

Average 2021 Tax Assessed Land Value: \$34.33/SF

2020

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2020 Appraised Land Value \$13,935,500 (\$25/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2020 Appraised Land Value \$1,816,400 (\$22.35/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2020 Appraised Land Value \$33,548,100 (\$27.65/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2020 Appraised Land Value \$2,652,500 (\$25/square foot)

Average 2020 Tax Assessed Land Value: \$25/SF

2019

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2019 Appraised Land Value \$13,935,500 (\$25/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2019 Appraised Land Value \$1,816,400 (\$22.35/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2019 Appraised Land Value \$33,126,200 (\$27.30/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2019 Appraised Land Value \$2,652,500 (\$25/square foot)

Average 2019 Tax Assessed Land Value: \$24.91/SF

2018

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2018 Appraised Land Value \$11,148,400 (\$20/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2018 Appraised Land Value \$1,453,100 (\$17.88/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2018 Appraised Land Value \$20,948,700 (\$17.26/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2018 Appraised Land Value \$2,122,000 (\$20/square foot)

Average 2018 Tax Assessed Land Value: \$18.79/SF

2017

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2017 Appraised Land Value \$10,033,500 (\$18/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2017 Appraised Land Value \$1,089,800 (\$13.41/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2017 Appraised Land Value \$16,523,600 (\$13.62/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2017 Appraised Land Value \$1,909,800 (\$18/square foot)

Average 2017 Tax Assessed Land Value: \$15.76/SF

2016

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2016 Appraised Land Value \$8,361,300 (\$15/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2016 Appraised Land Value \$1,089,800 (\$13.41/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2016 Appraised Land Value \$12,479,900 (\$10.28/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2016 Appraised Land Value \$1,591,500 (\$15/square foot)

Average 2016 Tax Assessed Land Value: \$13.42/SF

2015

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2015 Appraised Land Value \$8,361,300 (\$15/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2015 Appraised Land Value \$1,089,800 (\$13.41/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2015 Appraised Land Value \$14,569,300 (\$12.01/square foot)

Parcel 7671800251; Lot size: 106,100 square feet

Tax year 2015 Appraised Land Value \$1,591,500 (\$15/square foot)

Average 2015 Tax Assessed Land Value: \$13.85/SF

2014

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2014 Appraised Land Value \$8,361,300 (\$15/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2014 Appraised Land Value \$1,089,800 (\$13.41/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2014 Appraised Land Value \$14,180,000 (\$11.69/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2014 Appraised Land Value \$1,591,500 (\$15/square foot)

Average 2014 Tax Assessed Land Value: \$13.77/SF

2013

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2013 Appraised Land Value \$8,361,300 (\$15/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2013 Appraised Land Value \$1,089,800 (\$13.41/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2013 Appraised Land Value \$13,783,300 (\$11.36/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2013 Appraised Land Value \$1,591,500 (\$15/square foot)

Average 2013 Tax Assessed Land Value: \$13.69/SF

2012

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2012 Appraised Land Value \$8,361,300 (\$15/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2012 Appraised Land Value \$1,089,800 (\$13.41/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2012 Appraised Land Value \$13,457,600 (\$11.09/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2012 Appraised Land Value \$1,591,500 (\$15/square foot)

Average 2012 Tax Assessed Land Value: \$13.63/SF

2011

Parcel 7666702900; Lot size: 557,420 square feet
Tax year 2011 Appraised Land Value \$8,361,300 (\$15/square foot)

Parcel 7666701690; Lot size: 81,254 square feet
Tax year 2011 Appraised Land Value \$1,089,800 (\$13.41/square foot)

Parcel 7666702850; Lot size: 1,213,449 square feet
Tax year 2011 Appraised Land Value \$14,171,500 (\$11.68/square foot)

Parcel 7671800251; Lot size: 106,100 square feet
Tax year 2011 Appraised Land Value \$1,591,500 (\$15/square foot)

Average 2011 Tax Assessed Land Value: \$13.77/SF

II. Annual Fee Assessment:

The 2023 permit fee is calculated as follows:

Pipeline:

$(\$35.00/\text{SF}) \times (925 \text{ SF}) \times (30\%) \times (7.5\%) = \728.43 where 30% is the degree of alienation for a below-grade structure and 7.5%¹ is the annual rate of return.

Annual fees for prior years are:

2022.....	\$761.26
2021	\$762.02
2020	\$555.01
2019	\$553.08
2018	\$417.07
2017	\$349.81
2016	\$289.02
2015	\$307.57
2014	\$305.79
2013	\$303.98
2012	\$302.49

Total Fees 2023-2012: \$5,950.29

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.

¹ Prior to January 1, 2023, the City of Seattle's annual rate of return was 8%.



Legislation Text

File #: CB 120544, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting Qwest Corporation permission to continue maintaining and operating an existing utility tunnel under and across Seneca Street, east of 3rd Avenue; repealing Section 8 of Ordinance 123615; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 123615, The City of Seattle granted permission to Qwest Corporation to maintain and operate a utility tunnel under and across Seneca Street, east of 3rd Avenue, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, since the adoption of Ordinance 123615, The City of Seattle has established a practice for limiting the length of permit to one 15-year term, renewable for one successive 15-year term; and

WHEREAS, reflective of this change, Qwest Corporation submitted an application to the Director of Transportation to renew the permission granted by Ordinance 123615 for a 15-year term; and

WHEREAS, the permission authorized by Ordinance 123615 was due for renewal on July 6, 2020; and

WHEREAS, the utility tunnel provides a diesel fuel connection between 1122 3rd Avenue and 1200 3rd Avenue; and

WHEREAS, the obligations of Ordinance 123615 remain in effect after the ordinance term expires until the encroachment is removed, or Qwest Corporation is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to renew the permission granted; and

WHEREAS, Qwest Corporation has satisfied all the terms of the original authorizing ordinance and the Director of Transportation recommends that the term permit be renewed for 15 years subject to the

terms identified in this ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of Seattle (“City”) grants permission (also referred to in this ordinance as a “permit”) to Qwest Corporation, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the party named above and each such approved successor and assign are referred to as “Permittee”), to continue maintaining and operating an existing utility tunnel under and across Seneca Street, east of 3rd Avenue. The utility tunnel is adjacent in whole or in part to the properties legally described as:

Units 1A, 2A, 3A, 4A, 5A, 6A, 6B, 7B, 8A, 9B, 10A, 11A, 12B, 13B, 14A, 14B and 15A of 1122 3rd Avenue, Parcel 319, a Condominium, according to the Survey Map and Plans recorded in Volume 67 of Condominiums, Pages 4 through 23, Recording Number 8401090688, as amended by Amendment No. 1 thereto recorded in Volume 100 of Condominiums, Pages 53 through 57 under Recording Number 9008200954;

and according to the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for 1122 3rd Avenue, Parcel 319, a Condominium, recorded on January 09, 1984, under Recording Number 8401090689, as amended by Amendment No. 1 thereto recorded under Recording Number 9008200955.

Section 2. **Term.** The permission granted to the Permittee is for a second and final renewed term of 15 years starting on the effective date of this ordinance, and ending at 11:59 p.m. on the last day of the fifteenth year. This second and final term shall not exceed 30 years total from the term authorized in Ordinance 123615, subject to the right of the City to require the removal of the utility tunnel or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The Permittee shall submit any application for a new permission no later than one year prior to the expiration of the then-existing term.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to the utilities due to the construction, repair,

reconstruction, maintenance, operation, or removal of the utility tunnel and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, “public place”) by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove the utility tunnel, or any part thereof or installation on the public place, at the Permittee’s sole cost and expense if:

A. The City Council determines by ordinance that the space occupied by the utility tunnel is necessary for any public use or benefit or that the utility tunnel interferes with any public use or benefit; or

B. The Director determines that use of the utility tunnel has been abandoned; or

C. The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination that the space is needed for, or the utility tunnel interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. **Permittee’s obligation to remove and restore.** If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the utility tunnel, the Permittee shall, at its own expense, remove the utility tunnel and all of the Permittee’s equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the utility tunnel in as good condition for public use as existed prior to construction of

the utility tunnel and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the utility tunnel as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the utility tunnel and restore the public place at the Permittee's expense and collect such expense in any manner provided by law.

Upon the Permittee's completion of removal and restoration in accordance with this section, or upon the City's completion of the removal and restoration and the Permittee's payment to the City for the City's removal and restoration costs, the Director shall then issue a certification that the Permittee has fulfilled its removal and restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee's obligations under this section.

Section 6. **Repair or reconstruction.** The utility tunnel shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the utility tunnel in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the utility tunnel except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the utility tunnel reconstructed or repaired at the Permittee's cost and expense: because of the deterioration of the utility tunnel; because of the installation, construction, reconstruction, maintenance, operation, or repair of any municipally owned public utilities; or for any other cause.

Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and failure of the Permittee to correct an unsafe condition within the time stated in the notice, the Director may order the utility tunnel be removed at the Permittee's expense if the Director deems that the utility tunnel creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not

required.

Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the permission granted, or removal of the utility tunnel, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, or the Seattle City Council passes a new ordinance to renew the permission granted and/or establish a new term. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Section 15 and Section 17 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the utility tunnel or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death, or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

A. The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the utility tunnel, or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

B. Anything that has been done or may at any time be done by the Permittee by reason of this

ordinance; or

C. The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the utility tunnel or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

A. Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the utility tunnel, or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the utility tunnel;

B. The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

C. Claims and risks in connection with activities performed by the Permittee by virtue of the permission

granted by this ordinance.

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to SDOT at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of its

self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the insurance required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 11. Contractor insurance. The Permittee shall contractually require that any and all of its contractors performing work on any premises contemplated by this permit name “The City of Seattle, its officers, officials, employees and agents” as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile, and Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 12. Performance bond. Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington, in the amount of \$45,000 and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney’s Office may be substituted for the bond. In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. Adjustment of insurance and bond requirements. The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director

determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent for and conditions of assignment or transfer.** When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-way constitutes the Permittee's acceptance of the terms of this ordinance, and the new owner shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge, or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has provided, at the time of the assignment or transfer, the bond and certification of insurance coverage required under this ordinance, and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the utility tunnel.

Section 15. **Inspection fees.** The Permittee shall, as provided by Chapter 15.76 SMC or successor provision, pay the City the amounts charged by the City to inspect the utility tunnel during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the utility tunnel by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the utility tunnel. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

- A. Describes the physical dimensions and condition of all load-bearing elements;
- B. Describes any damages or possible repairs to any element of the utility tunnel;
- C. Prioritizes all repairs and establishes a timeframe for making repairs; and
- D. Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every two years, provided that, in the event of a natural disaster or other event that may have damaged the utility tunnel, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the utility tunnel. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use and Occupation Fee of \$23,924, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the

Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall pay any other applicable fees, including fees for reviewing applications to renew the permit after expiration of the first term. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

Section 18. Compliance with other laws. The Permittee shall construct, maintain, and operate the utility tunnel in compliance with all applicable federal, state, County, and City laws and regulations. Without limitation, in all matters pertaining to the utility tunnel, the Permittee shall comply with the City’s laws prohibiting discrimination in employment and contracting including Seattle’s Fair Employment Practices Ordinance, Chapter 14.04 SMC, and Fair Contracting Practices Code, Chapter 14.10 SMC (or successor provisions).

Section 19. Acceptance of terms and conditions. The Permittee shall provide evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within 60 days after the effective date of this ordinance. Continued occupation of the right-of-way constitutes the Permittee’s acceptance of the terms of this ordinance.

Section 20. Obligations run with the Property. The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the utility tunnel and legally described in Section 1 of this ordinance (the “Property”), regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, the Permittee shall provide to the Director a current title report showing the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder’s Office. The Director shall file the

recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 21. **Repeal of Section 8 of Ordinance 123615.** Section 8 of Ordinance 123615 is repealed.

Section 22. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 23. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2023.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2023.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

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

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE granting Qwest Corporation permission to continue maintaining and operating an existing utility tunnel under and across Seneca Street, east of 3rd Avenue; repealing Section 8 of Ordinance 123615; and providing for the acceptance of the permit and conditions.

Summary and Background of the Legislation:

This legislation allows Qwest Corporation to continue maintaining and operating an existing utility tunnel under and across Seneca Street, east of 3rd Avenue. The utility tunnel is for a period of 15 years, commencing on the effective date of the ordinance. The legislation specifies the conditions under which permission is granted.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? X Yes No

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
			\$23,924	TBD
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

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

Are there financial costs or other impacts of *not* implementing the legislation?
 If the legislation is not enacted by City Council, the City of Seattle will not receive the 2023 fee of \$23,924 and future annual fees.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
Transportation Fund (13000)	SDOT	Annual Fee	\$23,924	TBD
TOTAL			\$23,924	TBD

Is this change one-time or ongoing?
 Ongoing.

Revenue/Reimbursement Notes:

The 2023 fee is based on the 2023 assessed land value by King County. Although the permit expired in 2020, Qwest Corporation has been paying the annual fees under the existing obligations of Ordinance 123615.

3.c. Positions

This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
 No.
- b. Is a public hearing required for this legislation?
 No.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
 No.

d. Does this legislation affect a piece of property?

Yes, see the area map attached to this document.

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

This legislation does not have any implications for the principles of the Race and Social Justice Initiative and does not impact vulnerable or historically disadvantaged communities.

f. Climate Change Implications

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

No.

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

No.

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

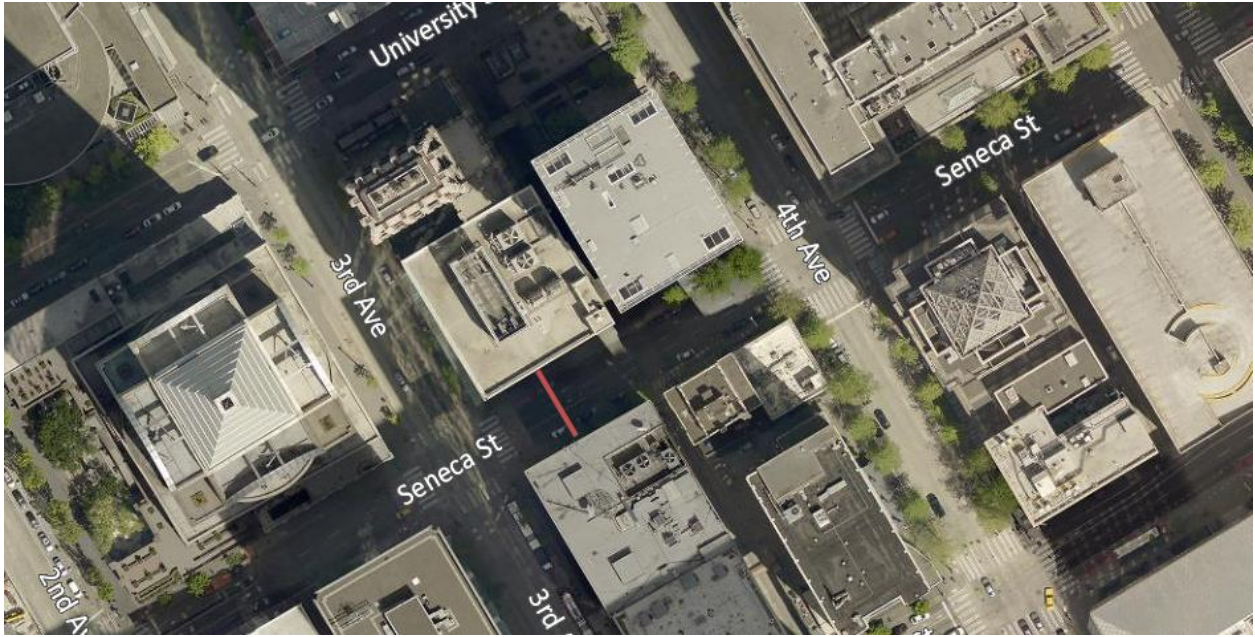
N/A

Summary Attachments:

Summary Attachment A - Qwest Seneca St Tunnel Area Map

Summary Attachment B - Qwest Seneca St Tunnel Annual Fee Assessment Summary

Qwest Seneca St Tunnel Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

STREET USE ANNUAL FEE ASSESSMENT

Date: 12/5/2022

Summary:
Land Value: \$1,550/SF
2023 Permit Fee:
\$23,924

I. Property Description:

Existing utility tunnel under and across Seneca Street, east of 3rd Avenue. The tunnel provides a diesel fuel connection for the buildings located at 1122 3rd Avenue and 1200 3rd Avenue. The tunnel total area is 686 square feet.

Applicant:

Qwest Corporation

Abutting Parcels, Property Size, Assessed Value:

2023

Parcel 1975200015; Lot size: 13,320

Tax year 2023 Appraised Land Value \$20,646,000 (\$1,550/sq ft)

Parcel 2302700005; Lot size: 14,415

Tax year 2023 Appraised Land Value \$22,343,200(\$1,550/sq ft)

II. Annual Fee Assessment:

The 2023 permit fee is calculated as follows:

$(\$1,550/\text{SF}) \times (686 \text{ SF}) \times (30\%) \times (7.5\%) = \$23,924$ where 30% is the degree of alienation for below grade tunnels and 7.5% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.



Legislation Text

File #: CF 314517, **Version:** 1

Request for an extension to the conditional approval of a petition of City Investors IV, LLC to vacate a portion of the alley in Block 89, D.T. Denny's 5th Addition to the City of Seattle (CF 313894).

March 7, 2023

Via Email (Alex.Pedersen@seattle.gov)

Councilmember Alex Pedersen
Seattle City Council
Transportation and Utilities Committee
P.O. Box 34025
Seattle, WA 98124

Re: *Request for Extension of Approved Block 89 Subterranean Alley Vacation, CF 313984*

Dear Councilmember Pedersen:

I represent City Investors IV, LLC (the “**City Investors**”) on its redevelopment of the block bounded by Denny Way, Westlake Avenue N, 9th Avenue N, and John Street (the “**Block:**”). The proposed redevelopment includes a residential tower, an office tower, street-level retail, ground plane improvements, and a 5,776 sf subterranean alley vacation to allow a connected below-grade parking garage (the “**Project**”). The surface of the alley will remain a public right-of-way without vehicular traffic, and there is also a public six-foot utility corridor above the vacated area for future utility infrastructure. We were instructed by Beverly Barnett at Seattle Department of Transportation (“**SDOT**”) to reach out to you to provide an update on the Project status and request an extension for the approval of the subterranean alley vacation.

Project Overview

The Project will activate the neighborhood, put eyes on Denny Park, provide much-needed housing, eliminate potential vehicular-pedestrian conflicts on the alley, and create new jobs during construction and operation. The Project will also realize the Denny Way Street Concept Plan and provide enhanced seating, landscaping, wayfinding, lighting, and open space. In all, the project provides more than 25,000 sf of public realm improvements.

The Project is in active permitting with the Seattle Department of Construction and Inspections (“**SDCI**”) under Master Use Permit (“**MUP**”) Nos. 3017321-LU and 3017320-LU. The structural building permit applications are also pending with SDCI. Correction responses were submitted in May 2022 with the most recent corrections issued from SDCI on June 21, 2022. The design team remains actively engaged on the Project. A term permit is also necessary for the public benefit improvements on the surface of the alley since the vacation is only below-grade. A term permit application was submitted to SDOT on October 17, 2018, and that term permit is still moving through the system. The last update was provided by

SDOT on August 8, 2019, and they shared that the term permit legislation was with the City Budget Office for its review.

The timeline for the Project has been extended due to a variety of factors outside the control of City Investors, including long review times with SDCI and SDOT during which negotiations with a potential tenant for the non-residential tower fell through. The Project entitlements were slowed to evaluate the market and try to find another potential tenant. This initial short-term slowdown was followed by the onset of the COVID pandemic. This period of unprecedented disruption effectively caused an additional three-year pause on the Project. There is a continued climate of economic uncertainty and uncertainty around the office market.

Despite this uncertainty, City Investors remains excited about the Project, continues to make progress and hopes to secure a tenant in the near future. The pending permits are still active at SDCI, and City Investors continues to invest in advancing the plans and progressing the design. Keeping the Project in the City's pipeline of future development is good for the City and for the South Lake Union neighborhood. During construction, the Project is estimated to generate hundreds of living-wage jobs. After construction, the office tower could accommodate approximately 2,000 employees, and the residential tower could provide much-needed housing for 700 people.

Alley Vacation


On December 7, 2015, City Council granted conceptual approval for the subterranean alley vacation on the Block (the "**Conceptual Approval**"). A copy of the Conceptual Approval is included for reference. In exchange for the subterranean vacation, City Investors will pay the fair market value for the land, and there is also a robust public benefit package that includes improvements in the right-of-way around the site, major improvements at the surface of the alley to create a great pedestrian environment, and a public plaza.

The Conceptual Approval contemplates commencement of construction activity within 18 months of Conceptual Approval and completion of construction activity within five years. These timeframes are not code requirements, and the Petitioner has provided Beverly Barnett and her staff with bi-annual updates on the Project status. As it is clear the Project will not meet these contemplated timelines, we submit this request to approve an extension of the Conceptual Approval timeframe to commence construction in 2027 and complete construction in 2030. City Investors hopes this timeframe will afford the flexibility to weather the ongoing economic uncertainty and find a tenant for the office tower.

Councilmember Alex Pedersen
March 7, 2023
Page 3 of 3

We appreciate your attention to this matter. Please feel free to reach out directly with any questions or to schedule a meeting with the City Investors team.

Very truly yours,



Holly D. Golden

HDG:dlc
E-Mail: holly.golden@hcmp.com
Direct Dial: (206) 470-7656
Fax: (206) 623-7789

Enclosure

ND: 18053.016 4862-3195-7037



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JOHN ST. ROW IMPROVEMENTS
DENNY WAY STREETScape IMPROVEMENTS
WESTLAKE AVE. N. / 9TH AVE. N. IMPROVEMENTS
PUBLIC BENEFITS AREA SUMMARY
BENEFITS TO CITY SUMMARY

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BLOCK 89 SUBTERRANEAN ALLEY VACATION



DEVELOPER / PETITIONER

VULCAN

ARCHITECT

ZGF ARCHITECTS LLP
ANKROM MOISAN ARCHITECTS, INC.

LANDSCAPE ARCHITECT

HEWITT

STRUCTURAL / CIVIL ENGINEER

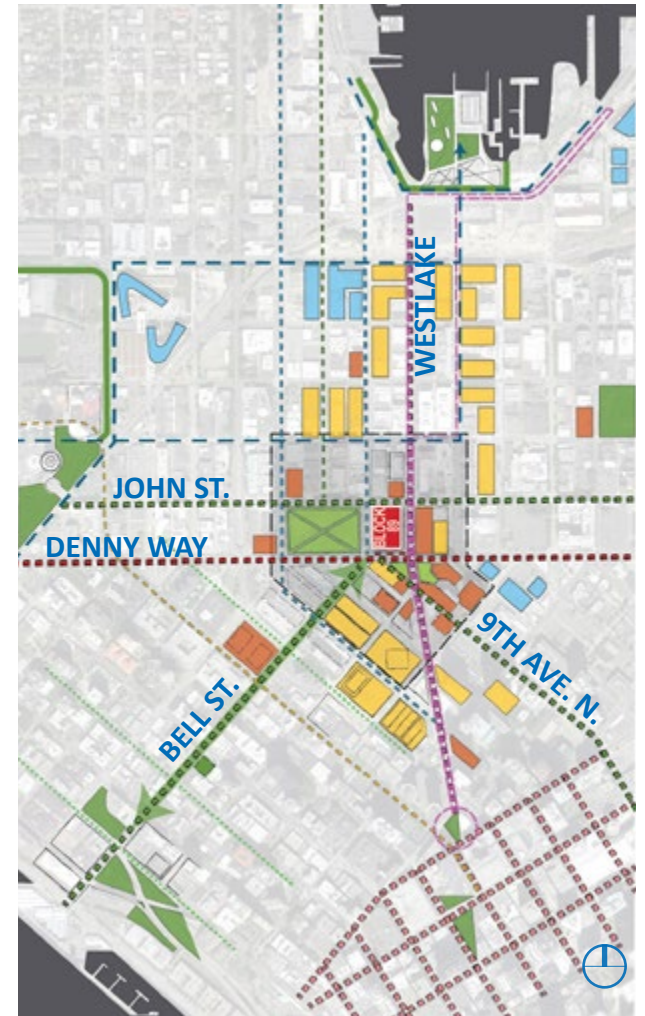
COUGHLIN PORTER LUNDEEN

URBAN CONTEXT

EXISTING / PROPOSED PROJECTS + VICINITY MAP



EXISTING / PROPOSED CONTEXT



VICINITY MAP (WESTLAKE / DENNY)

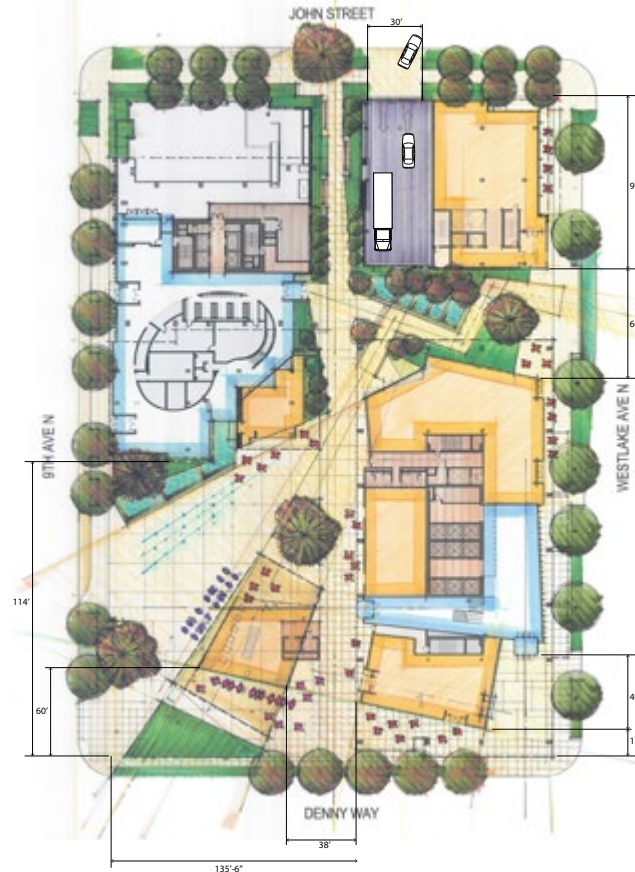
DEVELOPMENT ALTERNATIVES

WITH / WITHOUT SUBTERRANEAN ALLEY VACATION



WITHOUT SUBTERRANEAN VACATION

- SAME DEVELOPMENT BOTH ALTERNATIVES
- SAME PARKING
- MULTIPLE PARKING / LOADING ACCESS AT SURFACE ALLEY
- PEDESTRIAN VEHICLE CONFLICTS
- FRONT / BACK BUILDING RELATIONSHIP



WITH SUBTERRANEAN VACATION

- SAME DEVELOPMENT BOTH ALTERNATIVES
- SAME PARKING
- ALL BELOW GRADE PARKING / LOADING, NO CARS / TRUCKS AT SURFACE
- NO PEDESTRIAN / VEHICLE CONFLICTS
- EXPANDED PEDESTRIAN OPEN SPACE CONNECTIVITY

PROJECT METRICS

- 387,888 SF OFFICE
- 452,954 SF RESIDENTIAL
- 39,227 SF RETAIL
- PARING FOR 848 VEHICLES

DEVELOPMENT PROPOSAL



SITE PLAN



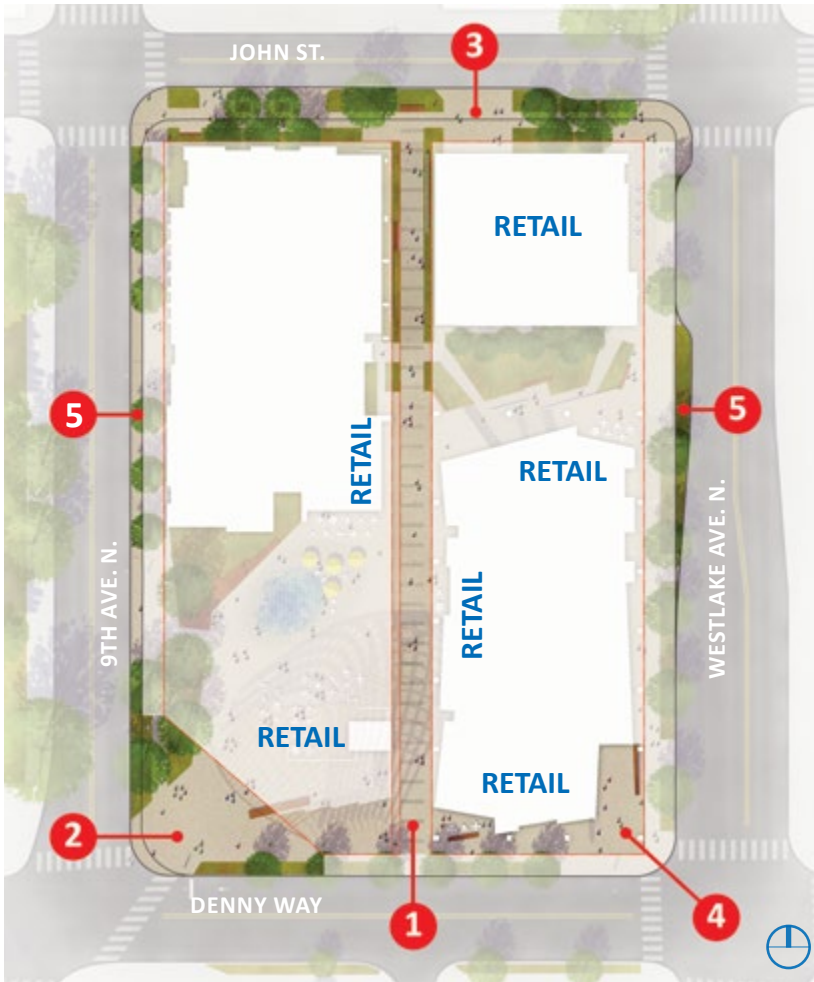
- SW PUBLIC PLAZA;
WATER FEATURE;
OPEN AIR PAVILION
- THROUGH-BLOCK CONNECTION
- ALLEY ROW IMPROVEMENTS
- DENNY WAY STREETScape
- JOHN ST. IMPROVEMENTS
- WESTLAKE / 9TH AVE. IMPROVEMENTS
- SINGLE POINT OF VEHICLE ACCESS



PUBLIC BENEFITS

SUMMARY

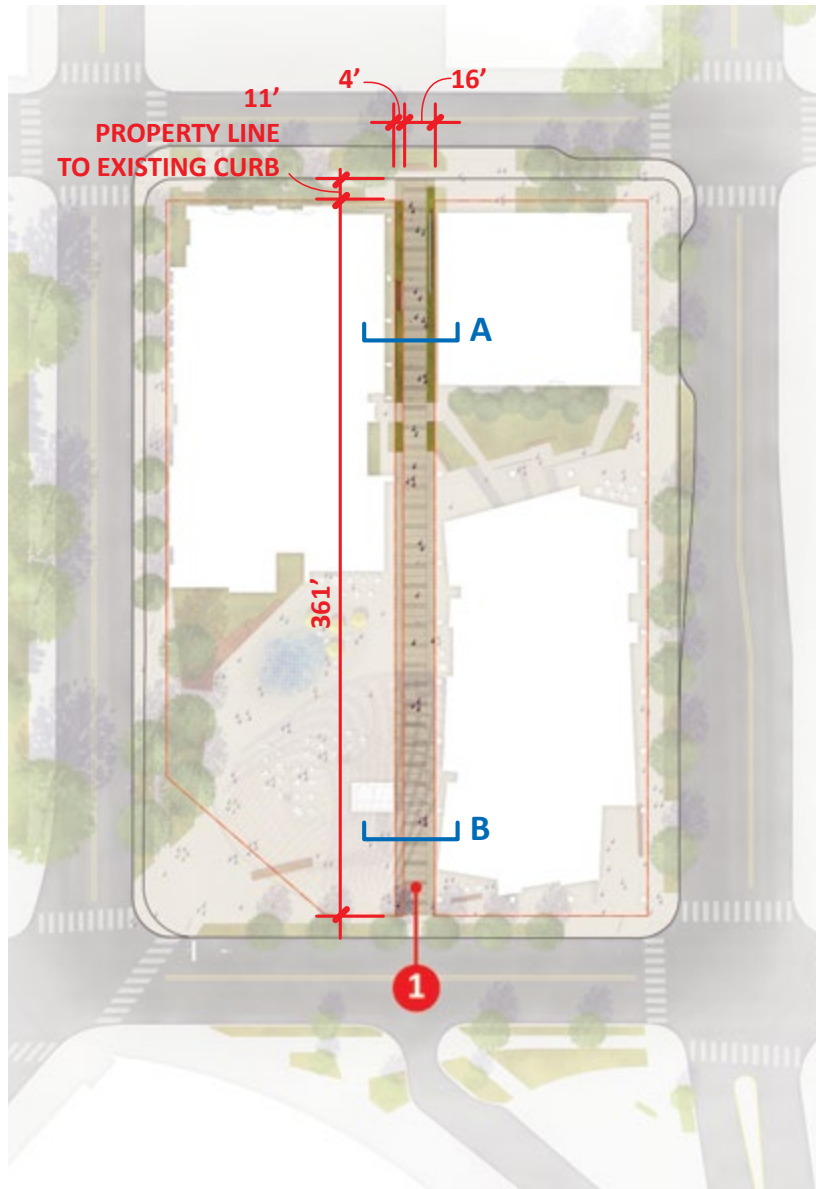
Public benefit elements stitch block 89 back into the surrounding city fabric. Street edges and alley are activated public zones.



Public Benefit Element	Description	City Requirements	Provided Beyond City Requirements	Quantities
1. Alley ROW Improvements	Provide pedestrian-scaled paving, landscaping, lighting, wayfinding, seating and furnishings, connecting John Street (Green Street) and Denny Way, with the through-block connection between Westlake Ave. N. and 9th Ave. N.	10' x 10' concrete paving sloped to drain to dedicated stormwater system per SDOT standards	See detail on page 12	Approx. 7,444 sf of alley improvements
2. Denny Way/ 9th Ave. N. Triangle ROW and sidewalk Improvements	Provide pedestrian-scaled paving, landscaping and lighting to complement new sidewalk ROW paving and landscaping in conformance with the recommendations of the Denny Way Streetscape Concept Plan (Voluntary)	None required	See detail on page 12	Approx. 4,506 sf of improvements
3. Green Street Improvements at John Street	Provide expanded pedestrian streetscape, landscaping, seating and lighting in conformance with the recommendations in the South Lake Union Street Concept Plans for John Street (Voluntary)	None required	See detail on page 12	Approx. 6,968 sf of improvements
4. Denny Way voluntary setbacks and streetscape Improvements	Provide expanded building street level building setbacks to accommodate outdoor seating and activities in accordance with recommendations in the Denny Way Streetscape Concept Plan (Voluntary)	None required	See detail on page 12	Approx. 3,933 sf of improvements
5. Streetscape improvements on 9th Ave. N. and Westlake Ave. N.	Provide curb bulb at corner of Westlake Ave. N. and John Street, and expand sidewalk/ landscape zone along Westlake Ave. N.	None required	See detail on page 12	Approx. 906 sf of improvements
	Provide curb bulbs at the corners of Denny Way and 9th Ave. N. and John Street and 9th Ave. N., extending along 9th Ave. N. to expand sidewalk/landscaping zone along 9th Ave. N.	None required	See detail on page 12	Approx. 2,237 sf of improvements

PUBLIC BENEFIT NO. 1

ALLEY ROW IMPROVEMENTS



VIEW LOOKING SOUTH AT JOHN ST.

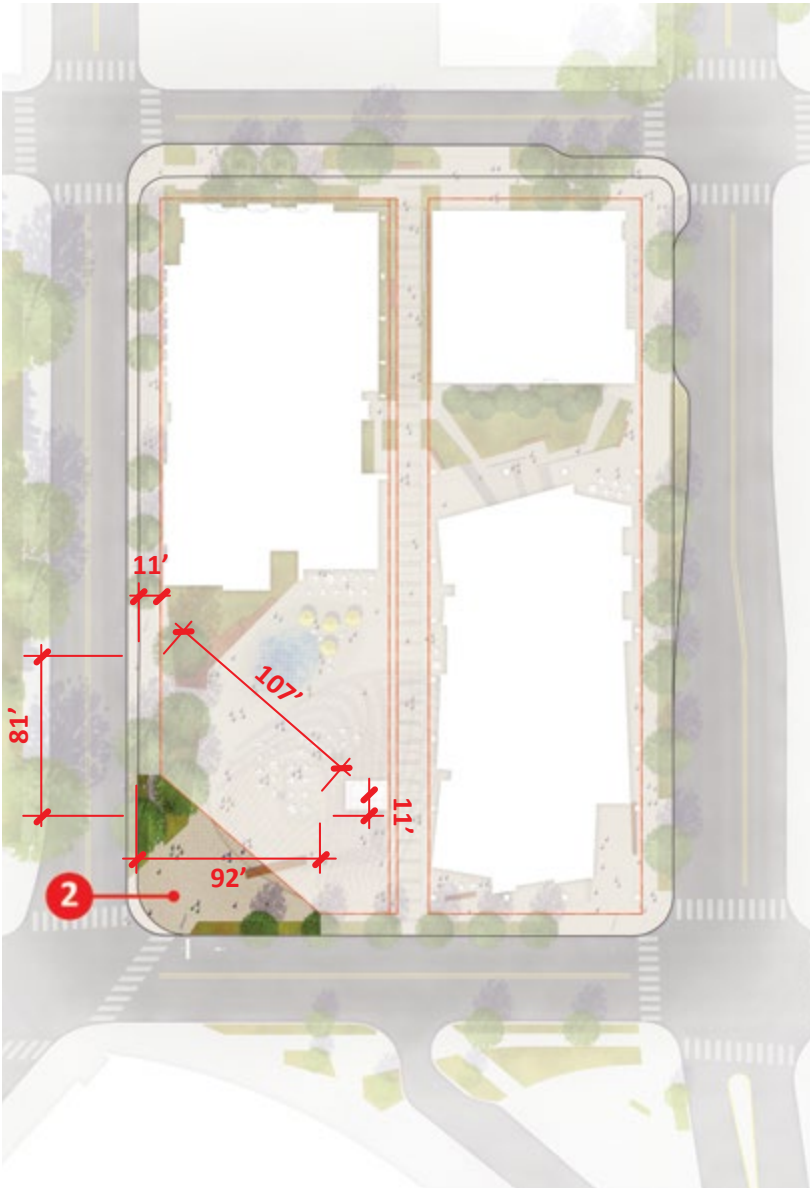


PRECEDENT IMAGES (POST ALLEY)

- SPECIAL PAVING, LANDSCAPING, LIGHTING, SEATING AND WAYFINDING IN ALLEY ROW
- ROW CAN REVERT BACK TO VEHICULAR ACCESS IF CITY DETERMINES NECESSARY
- UTILITY ROW PROVIDED BELOW GRADE FULL LENGTH OF ALLEY BETWEEN JOHN ST. AND DENNY WAY

PUBLIC BENEFIT NO. 2

DENNY WAY/9TH AVE. TRIANGLE ROW + SIDEWALK IMPROVEMENTS



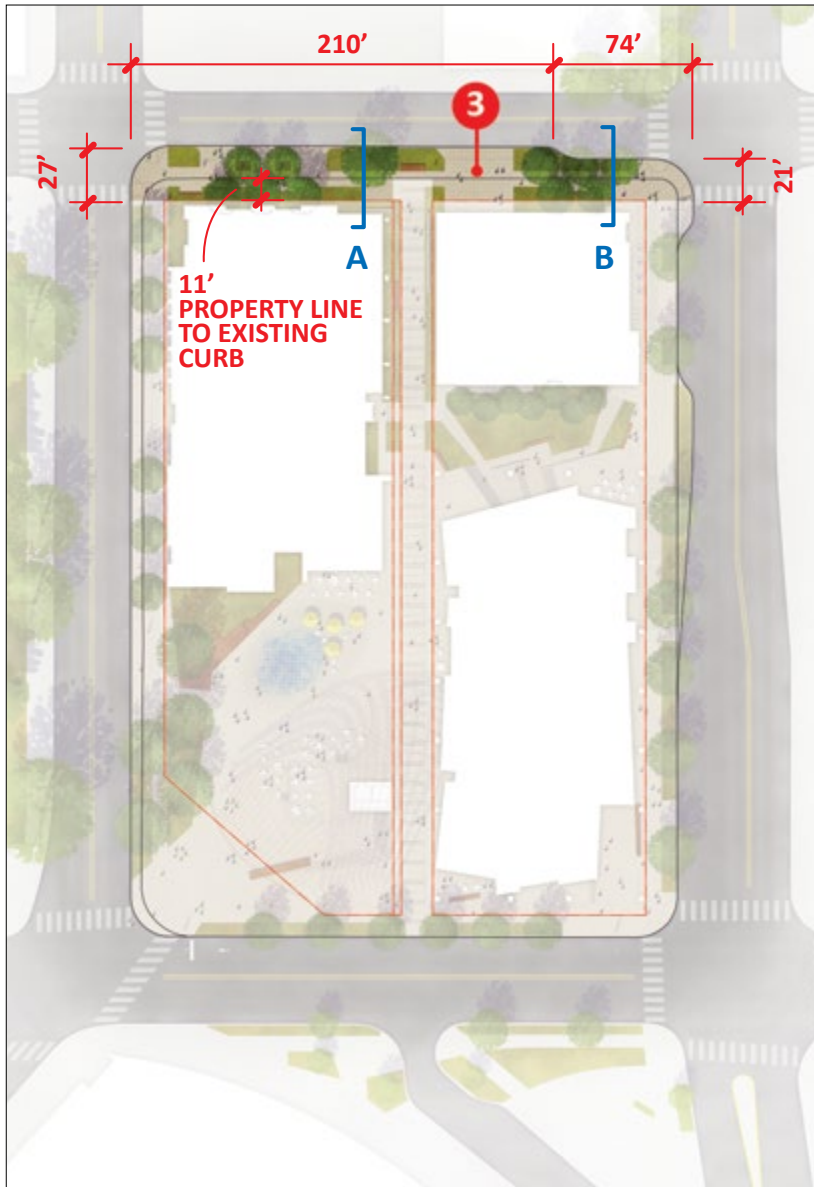
VIEW LOOKING NE FROM DENNY WAY / BELL ST.



- STREET PAVING, LANDSCAPING, SEATING AND LANDSCAPING IN SIDEWALK AND TRIANGLE ROW.
- INTEGRATED ARTWORK TO HIGHLIGHT LOCATION WITHIN DISTRICT / NEIGHBORHOOD, PUBLIC DESTINATIONS AND SPECIFIC HISTORY OF 9TH AVE. N. / DENNY WAY INTERSECTION.

PUBLIC BENEFIT NO. 3

GREEN STREET IMPROVEMENTS ON JOHN STREET



VIEW LOOKING SOUTH AT JOHN ST.



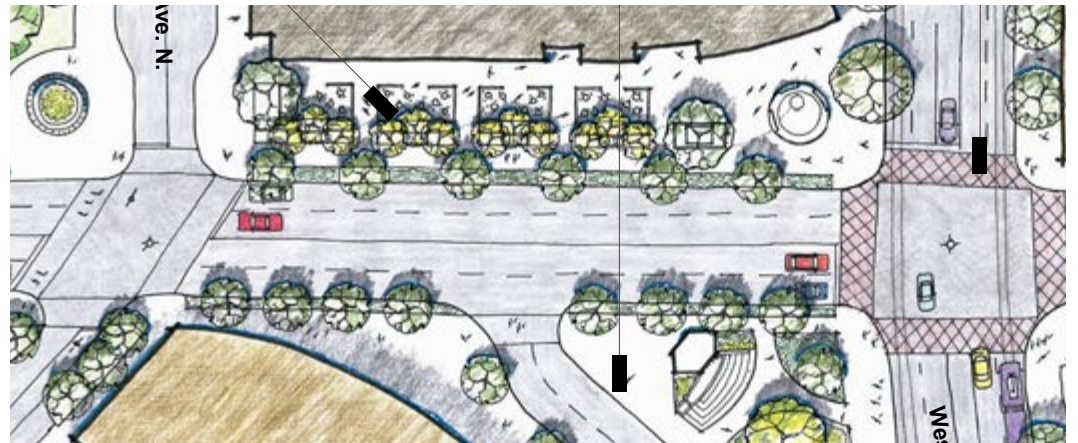
- PAVING, LANDSCAPE, LIGHTING, STREET FURNISHING IMPROVEMENTS AT JOHN ST.
- EXPANSION OF PEDESTRIAN ZONE (REDUCTION OF VEHICLE ZONE) BETWEEN 9 AND 16 FEET ENHANCING PEDESTRIAN CONNECTIVITY BETWEEN WESTLAKE AVE. N. AND DENNY PARK.

PUBLIC BENEFIT NO. 4

VOLUNTARY SETBACK+STREETScape IMPROVEMENT AT DENNY WAY

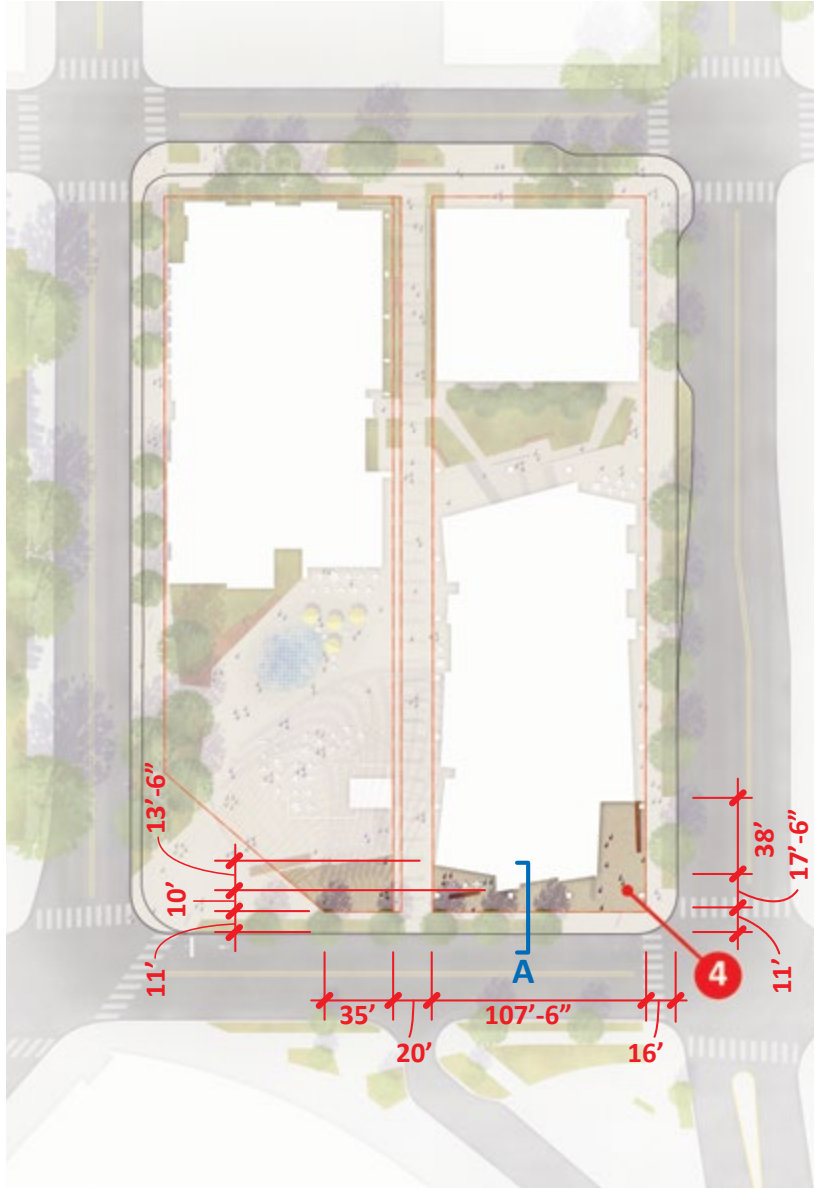


VIEW LOOKING WEST ALONG DENNY WAY



DENNY WAY STREETScape RECOMMENDATIONS

- EXPANDED STREET-LEVEL SETBACKS, LANDSCAPING AND PEDESTRIAN ZONE TO IMPLEMENT DENNY WAY STREETScape RECOMMENDATIONS, ENHANCING PEDESTRIAN CONNECTIVITY BETWEEN WESTLAKE AVE. N. AND DENNY PARK.
- INCORPORATE TRANSIT STOP AND RETAIL ZONES PER RECOMMENDATIONS.

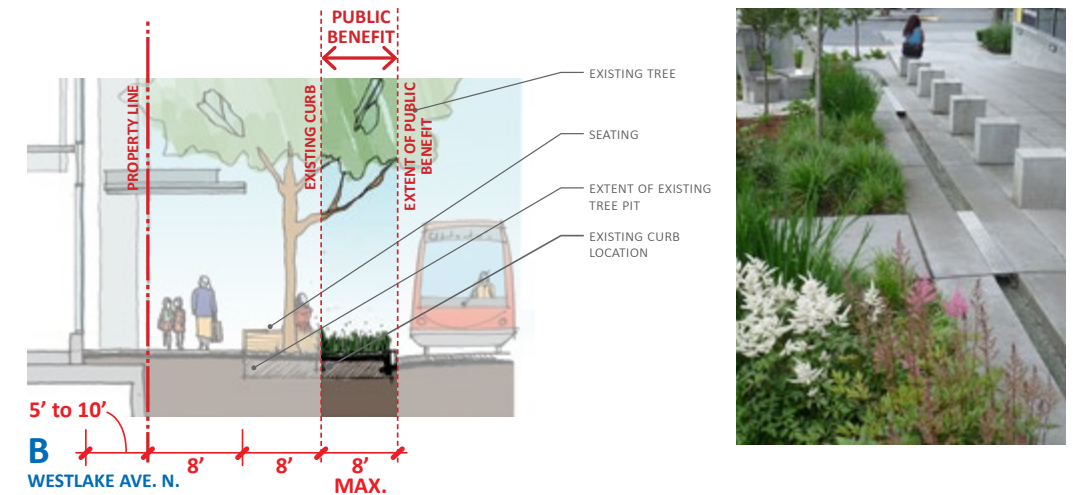
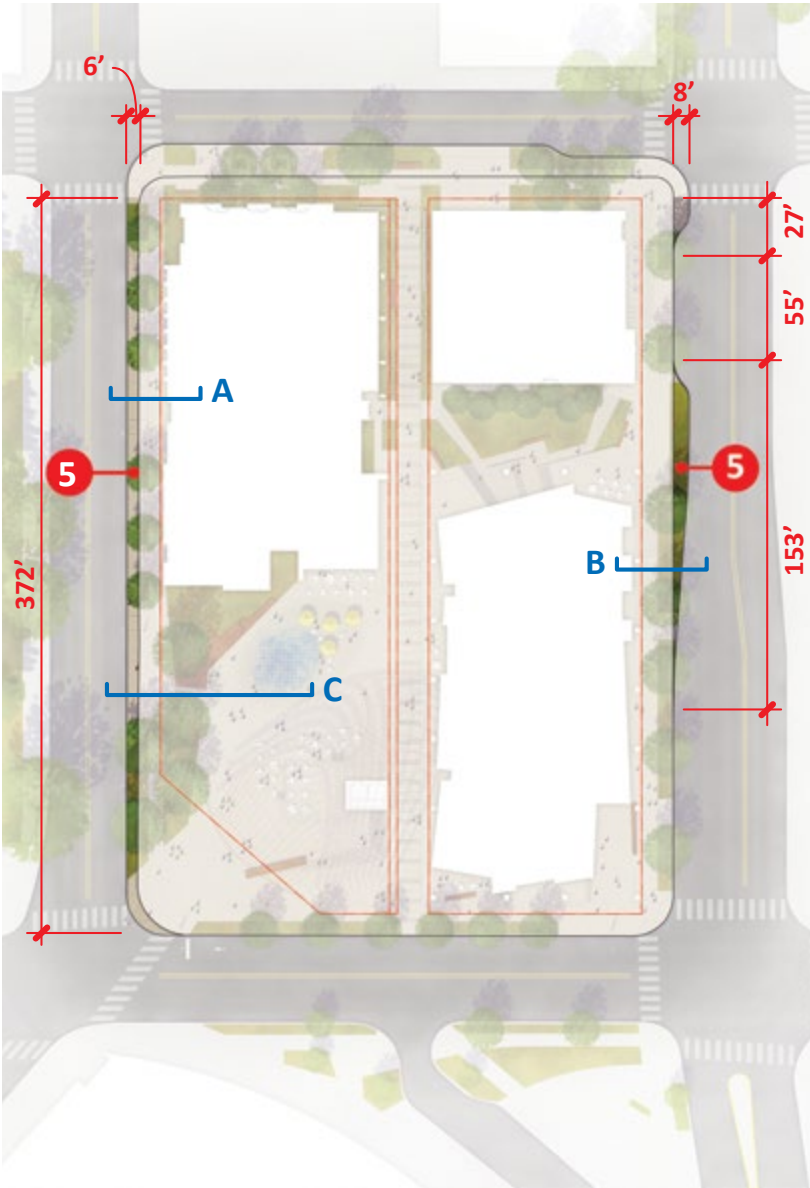


PUBLIC BENEFIT NO. 5

STREETSCAPE IMPROVEMENTS ON 9TH AVE. N. + WESTLAKE AVE. N.

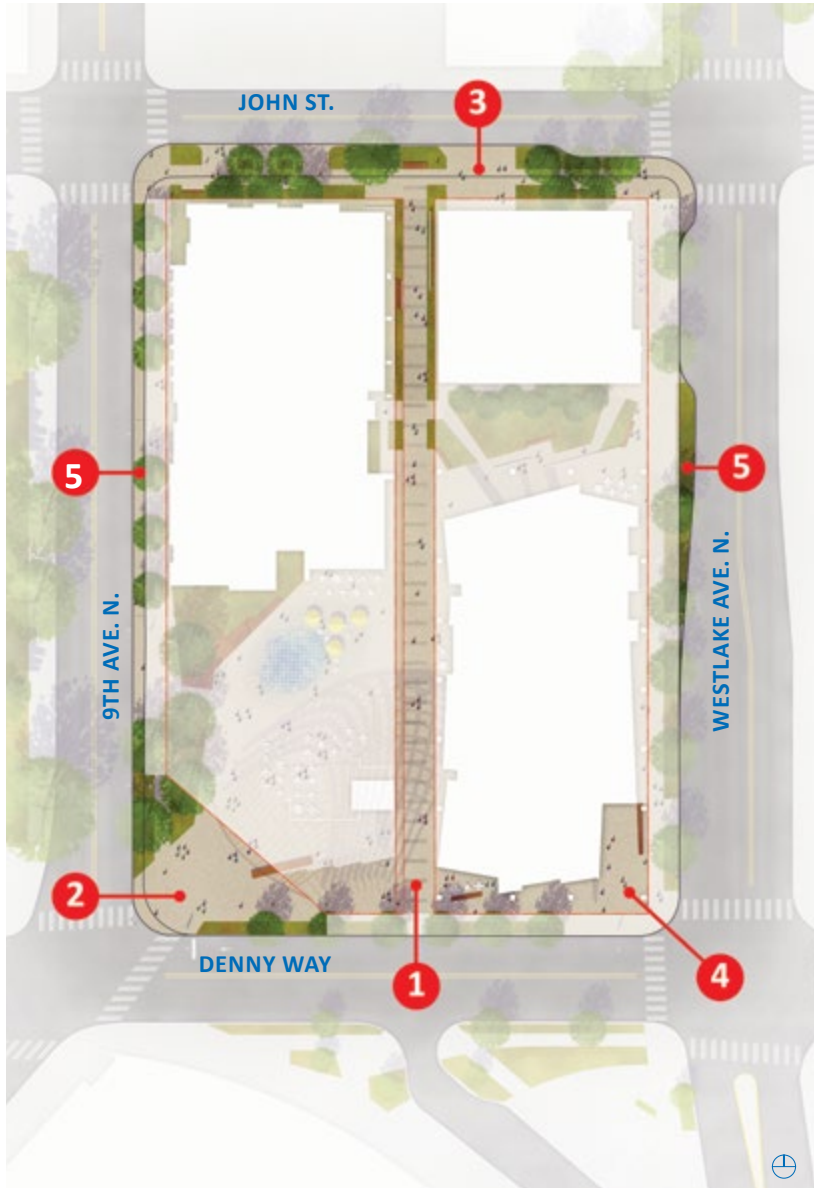


VIEW LOOKING WEST FROM WESTLAKE AVE. N.



- RELOCATE EXISTING CURB AT WESTLAKE AVE. N. AND 9TH AVE. N. TO INCREASE PEDESTRIAN ZONE.
- ADD NEW PAVING, LANDSCAPING, SEATING AND BICYCLE IMPROVEMENTS.

PUBLIC BENEFITS SUMMARY



- 1. ALLEY ROW IMPROVEMENTS = Approx. 7,444 SF
- 2. DENNY WAY/ 9TH AVE. N. TRIANGLE ROW AND SIDEWALK IMPROVEMENTS = Approx. 4,506 SF
- 3. GREEN STREET IMPROVEMENTS AT JOHN ST. = Approx. 6,968 SF
- 4. DENNY WAY STREETScape IMPROVEMENTS = Approx. 3,933 SF
- 5. STREETScape IMPROVEMENTS ON 9TH AVE. N. AND WESTLAKE AVE. N. = Approx. 3,143 SF

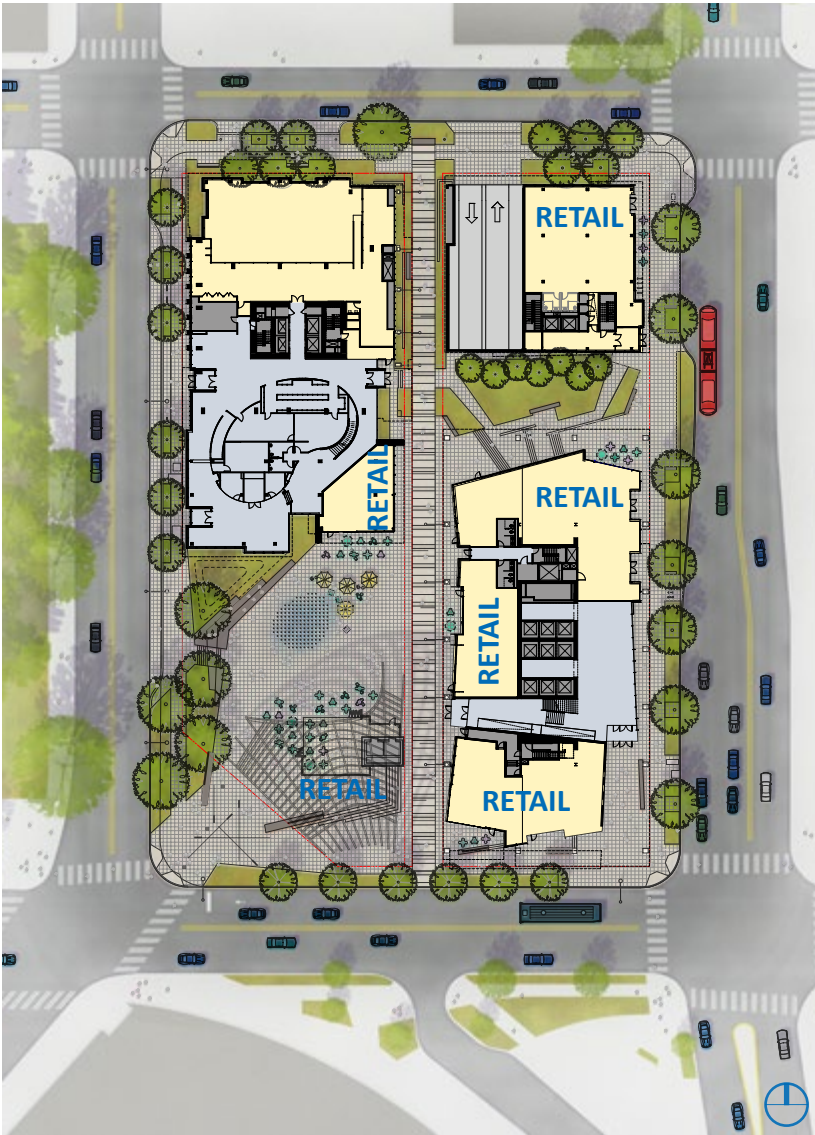
TOTAL AREA OF ALL PUBLIC BENEFITS: = Approx. 25,994 SF

AREA OF SUBTERRANEAN ALLEY VACATION: = 5,775 SF

ALLEY VACATION BENEFITS SUMMARY

DESCRIPTION OF SUBTERRANEAN ALLEY VACATION PROPOSAL PER CITY OF SEATTLE STREET VACATION POLICIES:

Public benefit proposal is to recognize loss of benefits to public of Right of Way (ROW) and gains to project from the vacation. What does the public lose, and what does the public and the project gain, by vacation? Public benefit is to be proportional to project gain and scale/impacts of the project. Public benefits must be in excess of code requirements and SEPA mitigation.



SITE PLAN

ROW Benefits (listed in Street Vacation Policies) Are Retained by Vacation	Project Gains from Vacation	Proportional Public Benefit
<p>ALL ROW BENEFITS ARE RETAINED BY THE PUBLIC</p> <ul style="list-style-type: none"> Existing street grid preserved No change to building orientation or neighborhood scale Alley surface continues to provide “breathing space” between buildings, providing open space, views and pedestrian connectivity Public functions of pedestrian and bicycle use are significantly enhanced by the vacation, while preserving option of future vehicle use by City, if needed (landscaping and alley elements to be removed at Petitioner’s cost) Alley does not serve any current utility function Utilities have identified no future need for area under alley 	<p>PROJECT GAINS SOME EFFICIENCIES, BUT NO EXTRA FLOOR AREA</p> <ul style="list-style-type: none"> Consolidated underground parking and loading reduces redundancy in parking ramps and increases efficiency for parking, loading and services Although there is reduced shoring and excavation costs with a single garage as opposed to one garage on each side of the alley, that cost savings is essentially neutralized by the additional costs of constructing all loading and parking below grade. 	<p>PUBLIC DOES NOT LOSE ANY ROW BENEFITS</p> <p>PUBLIC GAINS CONSIDERABLE BENEFITS OF AN IMPROVED VEHICLE-FREE ALLEY FOR PEDESTRIAN AND BICYCLE USE, and OPEN SPACE CONNECTIVITY</p> <p>PROJECT GAINS MODEST EFFICIENCIES and COST SAVINGS</p> <p>The public access to and experience of the alley is significantly enhanced, while the public gives up nothing due to the vacation.</p> <p>No change in project scale or impacts due to the vacation.</p> <p>Public Benefits exceed the proportional benefits called for in the Street Vacation Policies.</p>

RENDERINGS





**IN THE MATTER OF THE REQUEST BY CITY INVESTORS IV, LLC TO EXTEND
APPROVAL OF THE VACATION OF A SUBTERRANEAN PORTION OF THE
ALLEY IN BLOCK 89 LYING BETWEEN JOHN STREET AND DENNY WAY IN THE
SOUTH LAKE UNION URBAN CENTER NEIGHBOHOOD OF SEATTLE**

**CLERK FILE 313984
CLERK FILE 314517**

The City Council amends its grant of approval of the petition from City Investors IV, LLC (City Investors or Petitioner) for the vacation of a subterranean portion of the Alley in Block 89 lying between John Street and Denny Way in the South Lake Union Urban Center neighborhood of Seattle, described as:

That portion of the alley bisecting Block 89, D.T. Denny's 5th Addition to North Seattle, according to the plat thereof, recorded in Volume 1 of plats, page 202, Records of King County, Washington, lying below an inclined plane situated 6.00 feet below, and parallel with, the finished grade elevation of said alley, said inclined plane being more particularly described as follows:

**Beginning at a point on the south right-of-way line of John Street at the north end of said alley, said point having an elevation of 57.8 feet;
Thence south along the course of the alley a distance of 100.00 feet to a point having an elevation of 62.4 feet;
Thence continuing south along the course of the alley a distance of 130.5 feet to a point having an elevation of 63.7 feet;
Thence continuing along the course of the alley a distance of 130.5 feet, more or less, to a point on the north right-of-way line of Denny Way and the terminus of said inclined plane, said point having an elevation of 61.4 feet.**

The inclined plane herein described spans the full alley and is bounded on the north by the south right-of-way line of John Street, on the south by the north right-of-way line of Denny Way, on the east by the west line of Lots 1 through 6 and on the west by the east line of Lots 7 through 12, all of said Block 89.

The elevations described herein are expressed in terms of North American Vertical Datum of 1988 (NAVD 88) and are based upon City of Seattle Benchmark No. SNV-5007, a 2 inch surface brass disk in the concrete walk, vicinity of the Northwest corner of Westlake Avenue and 9th Avenue, elevation 79.14 feet.

The street proposed for vacation includes approximately 5,776 square feet of right-of-way.

The City Council extends its grant of approval of the City Investors petition contained in Clerk File 313894 and approved on December 7, 2015, to December 7, 2030. Conditional approval of the vacation ends on December 7, 2030.

The vacation is granted upon the Petitioner meeting the following conditions. The Petitioner shall demonstrate that all conditions imposed on the vacation by the City Council have been

satisfied: all utility work relating to the vacation including easements or other agreements is completed; all public benefit elements have been provided; any other agreements or easements have been completed and recorded as necessary; and all fees paid, prior to the passage of the street vacation ordinance.

1. The vacation is granted to allow the Petitioner to build a project substantially in conformity with the project presented to the City Council and for no other purpose. The project must be substantially in conformity with the proposal reviewed by the Transportation Committee in September of 2015.
2. All street improvements shall be designed to City standards, as modified by these conditions to implement the Public Benefit requirements, and be reviewed and approved by the Seattle Department of Transportation; nonstandard elements will require a Street Use Permit and indemnification agreement; elements of the street improvement plan and required street improvements to be reviewed include:
 - Street improvement plan showing sidewalks, street trees, bike racks, street furniture, lighting, art or artist-made elements, signage or wayfinding, and landscaping around the site.
 - Permitted encroachments in the public alley such as treatments to the surface of the alley and other elements as noted above.
 - Elements that distinguish public right-of-way from private property, including clear signage, property demarcation, and changes in paving treatment, street furniture and landscaping.
3. The utility issues shall be resolved to the full satisfaction of the affected utility prior to the approval of the final vacation ordinance. Prior to the commencement of any development activity on the site, the Petitioner shall work with the affected utilities and provide for the protection of the utility facilities. The City shall require indemnification for the private structure below the public alley. This may include easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense of the Petitioner. Utilities impacted include:
 - Seattle Public Utilities, and
 - CenturyLink Communications.
4. ~~It is expected that development activity will commence within 18 months of this approval and that development activity will be completed within five years.~~ Approval of this vacation shall expire on December 7, 2030. In order to insure timely compliance with the conditions imposed by the City Council, the Petitioner shall provide the Seattle Department of Transportation with Quarterly Reports, following Council approval of the vacation, providing an update on the development activity, schedule, and progress on meeting the conditions. The Petitioner shall not request or be issued a Final Certificate of Occupancy (C of O) for the project until SDOT Street Vacations has determined that all conditions have been satisfied and all fees have been paid.

5. In addition to the conditions imposed through the vacation process, the project, as it proceeds through the permitting process, is subject to SEPA review and to conditioning pursuant to various City codes and through regulatory review processes including SEPA.

6. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development Agreement (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public and to outline future maintenance obligations of the improvements. The final design of the public benefit elements shall require the review and approval of SDOT Street Vacations. SDOT may request additional review by the Design Commission of the implementation of public benefit elements or the pedestrian enhancements in the alley, as necessary. Public benefit elements in the right-of-way require additional street use permits and indemnification, public and private areas must be distinguished and markers in the sidewalk shall be required. Signage clearly marking public access areas must be reviewed by SDOT and shall be provided. The public benefit requirement includes the following features as well as corresponding development standards, including specific dimensions, which shall be outlined in the PUDA:

Block 89 Subterranean Alley Vacation Public Benefits		
	Public Benefit Item	Description
1	Alley right-of-way improvements	Special paving, landscaping, pedestrian-scaled lighting, wayfinding, seating, and furnishings in the alley right-of-way between John St and Denny Way, which remains in public ownership. <ul style="list-style-type: none"> • Approximately 7,444 sf of alley improvements.
2	Improvements to the triangular portion of right-of-way at the corner of 9 th Ave and Denny Way	Paving based on 2’x2’ City of Seattle standard sidewalk module, landscaping, lighting, and seating. <ul style="list-style-type: none"> • Approximately 4,506 sf of improvements.
3	Green Street improvements on John St	Relocation of existing curb between 9 and 16 feet to the north to expand pedestrian streetscape, including new paving, landscaping, lighting, and seating. <ul style="list-style-type: none"> • Approximately 6,968 sf of improvements.
4	Voluntary setback and streetscape improvements on Denny Way	Expanded street-level building setback, seating, landscaping, and lighting to implement some of the recommendations in the Denny Way Streetscape Concept Plan. <ul style="list-style-type: none"> • Approximately 3,933 sf of improvements.
5	Streetscape improvements on 9 th Ave N and Westlake Ave N	Relocation of existing curb to widen sidewalk, including new paving and additional landscaping. <ul style="list-style-type: none"> • Approximately 906 sf of improvements on Westlake and

		• 2,237 sf of improvements on 9 th Avenue N.
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7. Incorporate clear and obvious design cues to delineate between the public property and the private property. The design approach should clearly indicate, including to people with vision impairment, that the alley and the triangular portion of right-of-way at the corner of 9th Ave and Denny Way are public places. This could include (but is not limited to):

- the use of curbs, rolled curbs or other design approaches to obviously demarcate the public right-of-way from private property;
- modifying the proposed special paving proposed for the alley to more clearly and obviously differentiate it from the paving proposed on private property OR alter the proposed paving plan to use standard sidewalk paving design for all public right-of-way spaces (including the alley, sidewalks, etc.) and use a different paving scheme for the private property;
- additional wayfinding to ease navigation through and within the site; and
- additional elements such as landscaping; furniture including benches, planters, and seating; pedestrian lighting; signage; and art elements.

The petitioner shall present the proposed design strategy to address this condition to the Design Commission for review. The petitioner should also consult with the Commission for People with Disabilities on changes that include curbing or other physical elements to address any potential disability access issues. The final design shall require the review and approval of SDOT.

Signed by me in open session this _____ day of _____, 2023.

President _____ of the City Council