



# CITY OF SEATTLE

## City Council

### Agenda

**Tuesday, September 23, 2025**

**2:00 PM**

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

**Sara Nelson, Council President  
Joy Hollingsworth, Member  
Debora Juarez, Member  
Robert Kettle, Member  
Alexis Mercedes Rinck, Member  
Maritza Rivera, Member  
Rob Saka, Member  
Mark Solomon, Member  
Dan Strauss, Member**

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

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**Council Chamber Listen Line: 206-684-8566**

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# CITY OF SEATTLE

## City Council Agenda

**September 23, 2025 - 2:00 PM**

### **Meeting Location:**

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

### **Committee Website:**

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

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

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

In-Person Public Comment - Register to speak on the public comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting.

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

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

### **B. ROLL CALL**

**C. PRESENTATIONS****D. PUBLIC COMMENT**

*Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; 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 497](#)

September 23, 2025

**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 540](#) September 16, 2025

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

**Bills:**

2. [CB 121084](#) AN ORDINANCE appropriating money to pay certain claims for the week of September 8, 2025, through September 12, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

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

**H. COMMITTEE REPORTS**

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

**CITY COUNCIL:**

1. [CF 314543](#) Mayor Bruce Harrell's Budget Address on the 2026 Proposed Budget.
2. [CB 121071](#) AN ORDINANCE relating to the Seattle Fire Code; clarifying provisions relating to preventable alarms and securing of premises, and amending Sections 112, 202, 311, and 901 of the 2021 Seattle Fire Code as adopted by Section 22.600.020 of the Seattle Municipal Code and as regulated and allowed by the State Building Code Act, chapter 19.27 of the Revised Code of Washington.

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

3. [CB 121082](#) AN ORDINANCE relating to unsworn declarations; updating references to state law on unsworn declarations by amending all references to RCW 9A.72.085 to chapter 5.50 RCW; and amending Sections 6.430.040, 6.500.170, 6.600.120, 7.24.130, 8.37.220, 8.38.220, 10.52.035, 14.16.050, 14.16.070, 14.16.105, 14.17.045, 14.17.080, 14.19.050, 14.19.070, 14.19.105, 14.20.030, 14.20.050, 14.20.085, 14.21.050, 14.22.065, 14.22.085, 14.22.120, 14.23.085, 14.23.120, 14.26.150, 14.26.220, 14.27.150, 14.27.220, 14.28.150, 14.28.220, 14.29.150, 14.29.220, 14.30.120, 14.30.190, 14.33.110, 14.33.150, 14.33.220, 14.34.150, 14.34.220, 15.91.004, 15.91.012, 18.12.278, 22.212.110, 23.91.012, 25.08.900, and 25.08.940 of the Seattle Municipal Code and Section 112 of the Seattle Fire Code.

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

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



4.     [CB 121068](#)     AN ORDINANCE amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget to support the City's efforts to expeditiously deliver the Sound Transit 3 program permit review and other oversight; creating exempt and nonexempt positions; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

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

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

**Opposed: None**

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

[Summary Att A – ST3 Staffing and Resource Plan](#)

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

5.     [CB 121072](#)     AN ORDINANCE relating to updating the structure and processes of the Office of City Auditor; amending Chapter 3.40 and Sections 14.08.040 and 14.08.050 of the Seattle Municipal Code; and repealing Section 15.52.100 of the Seattle Municipal Code.

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

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

**Opposed: None**

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

6.     [CB 121060](#)     AN ORDINANCE relating to the West Seattle Junction Parking and Business Improvement Area; modifying the exemptions to the Levy of Special Assessment; and amending Ordinance 113326, as previously amended by Ordinances 115997, 119539, 120570, 121758, 125152, and 127103.

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

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

**Opposed: None**

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

7.     [CB 121076](#)     AN ORDINANCE relating to the University District Parking and Business Improvement Area; modifying the process for selecting a program manager; modifying the requirements governing the composition of the BIA Advisory Board; and amending Ordinance 126093.

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

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

**Opposed: None**

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

#### **LAND USE COMMITTEE:**

8.     [CB 121011](#)     AN ORDINANCE relating to land use and zoning; establishing the Roots to Roofs Bonus Pilot Program; and adding new Sections 23.40.090 through 23.40.097 to the Seattle Municipal Code.

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

**In Favor: 4 - Solomon, Strauss, Juarez, Rinck**

**Opposed: 1 - Rivera**

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

9.     [CB 121048](#)     AN ORDINANCE relating to land use and zoning; adopting temporary regulations to exempt housing projects that meet Mandatory Housing Affordability requirements using on-site performance units from Design Review, and allowing permit applicants for all housing subject to Full Design Review the option of complying with Design Review pursuant to Administrative Design review; temporarily suspending and allowing voluntary design review of proposed development in Titles 23 and 25 of the Seattle Municipal Code, consistent with Chapter 333, Laws of 2023; and amending Section 23.41 of the Seattle Municipal Code.

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

**In Favor: 5 - Solomon, Strauss, Juarez, Rinck, Rivera**

**Opposed: None**

**Supporting Documents:**   [Summary and Fiscal Note v2](#)

10.    [CF 314534](#)     Application of Scott Carr for a contract rezone of a site located at 352 Roy Street from Seattle Mixed Uptown with a 65-foot height limit and Mandatory Housing Affordability overlay (SM-UP 65 (M)) to Seattle Mixed Uptown with an 85-foot height limit and Mandatory Housing Affordability overlay (SM-UP 85 (M)) (Project No. 3041336-LU; Type IV).

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

**In Favor: 5 - Solomon, Strauss, Juarez, Rinck, Rivera**

**Opposed: None**

**Attachments:**   [Rezone Material](#)

**Supporting Documents:**   [Unsigned Findings, Conclusions, and Decision](#)

11.    [CB 121074](#)    AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 100 of the Official Land Use Map to rezone parcels located at 352 Roy Street from Seattle Mixed Uptown with a 65 foot height limit and M Mandatory Housing Affordability suffix (SM-UP 65 (M)) to Seattle Mixed Uptown with an 85 foot height limit and M Mandatory Housing Affordability suffix (SM-UP 85 (M)); and accepting a Property Use and Development Agreements as a condition of rezone approval. (Application of Kamiak Real Estate LLC, C.F. 314534, SDCI Project 3041336-LU)

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

**In Favor: 5 - Solomon, Strauss, Juarez, Rinck, Rivera**

**Opposed: None**

**Attachments:**    [Exhibit A – Rezone Map](#)  
                          [Exhibit B – Property Use and Development Agreement for 352 Roy Street](#)

**Supporting Documents:**    [Summary and Fiscal Note](#)  
                                      [Amendment A - Executed Property Use and Development Agreement](#)

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

12.    [CB 121050](#)    AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/Chief Executive Officer of Seattle Public Utilities to execute the First Amended and Restated Contract between The City of Seattle and its long-term, full and partial requirements contract holders for the supply of water; authorizing the withdrawal of funds from the Water Fund Revenue Stabilization Subfund; providing budget authority to use such funds to provide payments to Water Utilities as required under the proposed contracts; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program; changing appropriations to various departments and budget control levels, and from various funds in the Budget; imposing a proviso; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

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

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

**Opposed: None**

**Attachments:**    [Att A - First Amended and Restated Contract](#)

**Supporting**

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

13.    [CB 121069](#)    AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of certain real property rights by negotiation or eminent domain (condemnation) of ten separate permanent easements located on parcels identified as King County Parcel Number 2487201221 located at 4500 & 4502 SW Wildwood Place, King County Parcel Number 2487201215 located at 4518 SW Wildwood Place, King County Parcel Number 2485500000 located at 9165 45th Avenue SW, King County Parcel Number 2487201365, King County Parcel Number 2488200480 located at 9144 45th Avenue SW, King County Parcel Number 3524039040 located at 9131 California Avenue SW, King County Parcel Number 2488200505, King County Parcel Number 2488200500, King County Parcel Number 2488200495, King County Parcel Number 2488200490; and authorizing the acquisition of temporary construction easements by negotiation or eminent domain (condemnation) located on eighteen separate parcels of land identified as King County Parcel Number 2487201221 located at 4502 SW Wildwood Place, King County Parcel Number 2346700000 located at 9212 45th Avenue SW, King County Parcel Number 2485500000 located at 9165 45th Avenue SW, King County Parcel Number 2487200035 located at 4402 SW Brace Point Drive, King County Parcel Number 2487200050 located at 4330 SW Brace Point Drive, King County Parcel Number 2487201210 located at 4604 SW Wildwood Place, King County Parcel Number 2487201215 located at 4518 SW Wildwood Place, King County Parcel Number 2487201365, King County Parcel Number 2488200480 located at 9144 45th Avenue SW, King County Parcel Number 3524039040 located at 9131 California Avenue SW, King County Parcel Number 2488200530, King County Parcel Number 2488200525, King County Parcel Number 2488200520, King County Parcel Number 2488200515 located at 4401 SW Director Street; King County Parcel Number 2488200505; King County Parcel Number 2488200500; King County Parcel Number 2488200495; and King County Parcel Number 2488200490; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute all documents and take other necessary actions to complete the Properties' permanent easement acquisitions and temporary construction easement acquisitions; authorizing payment of all costs associated with the acquisitions; and ratifying and confirming certain prior acts.

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

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

**Opposed: None**

**Attachments:** [Att 1 – Legal Descriptions for Permanent Easements](#)  
[Att 2 - Legal Descriptions for Temporary Construction Easements](#)

**Supporting**

**Documents:** [Summary and Fiscal Note](#)  
[Summary Ex A – Easement Impacts](#)  
[Summary Ex B – Parcels with Permanent and Temporary Easement Areas](#)  
[Summary Ex C - Parcels with Temporary Easements](#)  
[Summary Ex D - SPU Racial Equity Toolkit Stakeholder Analysis](#)  
[Certificate of Mailing](#)

**TRANSPORTATION COMMITTEE:**

14. [CB 121023](#) AN ORDINANCE relating to railroad franchises; amending Sections 1 and 3 of Ordinances 126969 and 126970 to correct an error in the name of a franchisee.

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

**In Favor: 4 - Saka, Hollingsworth, Kettle, Rinck**

**Opposed: None**

**Supporting**

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

15. [CB 121040](#) AN ORDINANCE relating to new vehicle types and curb allowances for e-cargo bicycle delivery; establishing a new vehicle type for e-cargo bikes; establishing rules for operations, parking, and loading for e-cargo bicycle delivery; clarifying new curb allowances for e-cargo bike delivery; and adding new Sections 11.23.430 and 11.44.300 to, and amending Sections 11.14.055, 11.23.120, 11.31.121, and 11.76.015 of, the Seattle Municipal Code.

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

**In Favor: 4 - Saka, Hollingsworth, Kettle, Rinck**

**Opposed: None**

**Supporting**

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

16. [CB 121058](#) AN ORDINANCE relating to the Seattle Department of Transportation; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); renaming the Council District Fund CIP project to the District Project Fund CIP project; and lifting a proviso.

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

**In Favor: 4 - Saka, Hollingsworth, Kettle, Rinck**

**Opposed: None**

**Attachments:** [Att A – District Project Fund \(MC-TR-C155\) CIP Page](#)

**Supporting**

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

17. [Res 32179](#) A RESOLUTION regarding the operation of a Council District Fund/District Project Fund as provided in the 2025 Adopted Budget and 2025-2030 Capital Improvement Program through Council Budget Action SDOT 003-A-1.

**The Committee recommends that City Council adopt the Resolution (Res).**

**In Favor: 4 - Saka, Hollingsworth, Kettle, Rinck**

**Opposed: None**

**Supporting**

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

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

**J. ADOPTION OF OTHER RESOLUTIONS**

**K. OTHER BUSINESS**

**L. ADJOURNMENT**





## Legislation Text

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**File #:** IRC 497, **Version:** 1

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September 23, 2025



## Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
<b><u>By: Nelson</u></b>		
1. <a href="#">CB 121077</a>	AN ORDINANCE relating to City employment; adopting a 2025 Citywide Position List.	City Council
<b><u>By: Strauss</u></b>		
2. <a href="#">CB 121084</a>	AN ORDINANCE appropriating money to pay certain claims for the week of September 8, 2025, through September 12, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Nelson</u></b>		
3. <a href="#">CF 314543</a>	Mayor Bruce Harrell's Budget Address on the 2026 Proposed Budget.	City Council
<b><u>By: Nelson</u></b>		
4. <a href="#">CB 121083</a>	AN ORDINANCE relating to taxation; imposing a local sales and use tax to fund investments in criminal justice; repealing obsolete sales and use tax provisions; adding a new Section 5.60.029 to the Seattle Municipal Code; renumbering Sections 5.60.030 and 5.60.040 of the Seattle Municipal Code as Section 5.60.065 and further amending the section; repealing Section 5.60.050 and 5.60.060 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.	Select Budget Committee



## Legislation Text

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**File #:** Min 540, **Version:** 1

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September 16, 2025

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, September 16, 2025

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

### City Council

*Sara Nelson, Council President*

*Joy Hollingsworth, Member*

*Debora Juarez, Member*

*Robert Kettle, Member*

*Alexis Mercedes Rinck, Member*

*Maritza Rivera, Member*

*Rob Saka, Member*

*Mark Solomon, Member*

*Dan Strauss, Member*

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

**A. CALL TO ORDER**

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on September 16, 2025 pursuant to the provisions of the City Charter. The meeting was called to order at 2:06 p.m., with Council President Nelson presiding.

**B. ROLL CALL**

**Present:** 5 - Nelson, Hollingsworth, Kettle, Rinck, Saka

**Excused:** 3 - Juarez, Solomon, Strauss

**Late Arrival:** 1 - Rivera

**C. PRESENTATIONS**

There were none.

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

Yvette Dinish

Eddie Rye, Jr.

Omer Qureshi

Paul Glumaz

Victoria Palmer

Robyn Balcom

Bennett Haselton

Nathan Wall

*Councilmember Rivera joined the meeting.*

David Haines

Joe Kunzler

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

[IRC 496](#)**September 16, 2025 (Revised 9/15/25 at 4:40 p.m.)****ACTION 1:**

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

**ACTION 2:**

Motion was made by Councilmember Hollingsworth, duly seconded and carried, to amend the proposed Introduction and Referral Calendar by introducing Resolution 32183, and by referring it to the Select Committee on the Comprehensive Plan.

Resolution 32183, A RESOLUTION relating to the One Seattle Plan Comprehensive Plan update; calling for additional measures by City departments to further advance the goals of the One Seattle Plan; and requesting that the Office of Planning and Community Development and other City departments develop additional amendments to the Comprehensive Plan in 2026.

**By unanimous consent, the Introduction & Referral Calendar (IRC) was adopted as amended by the following vote:**

**In Favor:** 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

By unanimous consent, the Agenda was adopted.

**G. APPROVAL OF CONSENT CALENDAR**

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

**Journal:****1.     [Min 539](#)     September 9, 2025**

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

**In Favor:** 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka

**Opposed: None**

**Bills:**

2.     [CB 121078](#)   **AN ORDINANCE appropriating money to pay certain claims for the week of September 1, 2025, through September 5, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

**Appointments:**

**LIBRARIES, EDUCATION, AND NEIGHBORHOODS COMMITTEE:**

3.     [Appt 03320](#)   **Appointment of VJ Kopacki as member, Landmarks Preservation Board, for a term to August 14, 2028.**

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

**In Favor: 4 - Rivera, Rinck, Hollingsworth, Solomon**

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

4.     [Appt 03321](#)   **Appointment of Erica J. Thomas as member, Landmarks Preservation Board, for a term to August 14, 2028.**

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

**In Favor: 4 - Rivera, Rinck, Hollingsworth, Solomon**

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

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

5.     [Appt 03218](#)   **Reappointment of Mark F. Dederer as member, Seattle Center Advisory Commission, for a term to September 28, 2028.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

6.     [Appt 03295](#)   **Appointment of Jane C. Stonecipher as member, Board of Parks and Recreation Commissioners, for a term to 3 years from Council confirmation.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

7.     [Appt 03296](#)   **Appointment of Kevin Werner as member, Board of Parks and Recreation Commissioners, for a term to 3 years from Council confirmation.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**



**Opposed: None**

8. [Appt 03297](#) **Appointment of Daya Zhang as member, Board of Parks and Recreation Commissioners, for a term to 3 years from Council confirmation.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

9. [Appt 03298](#) **Reappointment of Sally Bagshaw as member, Seattle Center Advisory Commission, for a term to September 28, 2028.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

10. [Appt 03299](#) **Reappointment of Michael George as member, Seattle Center Advisory Commission, for a term to September 28, 2028.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

11. [Appt 03300](#) **Appointment of Adriane Musuneggi as member, Seattle Center Advisory Commission, for a term to September 28, 2028.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

12. [Appt 03301](#) **Appointment of Eric Pettigrew as member, Seattle Center Advisory Commission, for a term to September 28, 2027.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

13. [Appt 03302](#) **Appointment of Matt Roewe as member, Seattle Center Advisory Commission, for a term to September 28, 2028.**

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

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

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

**H. COMMITTEE REPORTS****CITY COUNCIL:**

1.     [Res 32182](#)     **A RESOLUTION of intention to change the assessment rate and exemptions for the SODO Parking and Business Improvement Area and fix a date and place for a hearing thereon.**

Motion was made by Council President Nelson, duly seconded and carried, to adopt Resolution 32182.

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

**In Favor:** 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka

**Opposed:** None

**HOUSING AND HUMAN SERVICES COMMITTEE:**

2.     [CB 121039](#)     **AN ORDINANCE relating to residential property transactions; requiring certain disclosures to owners before presenting an offer to purchase a residential property; establishing consumer protections for owners of solicited residential property; and adding a new Chapter 6.610 to the Seattle Municipal Code.**

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

**In Favor:** 5 - Juarez, Nelson, Rinck, Saka, Solomon

**Opposed:** None

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

**In Favor:** 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka

**Opposed:** None

**LIBRARIES, EDUCATION, AND NEIGHBORHOODS COMMITTEE:**

3. [CB 121075](#) **AN ORDINANCE relating to historic preservation; imposing controls upon Tolliver Temple Church of God in Christ, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.**

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

In Favor: 4 - Rivera, Rinck, Hollingsworth, Solomon

Opposed: None

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

In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka

Opposed: None

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

4. [CB 121037](#) **AN ORDINANCE relating to Seattle Public Utilities; updating side sewer regulations to conform to current standards, clarify existing requirements, allow side sewer fees to be created by Director's Rule, and update definitions; renumbering existing subsections 21.16.240.B and 21.16.240.C of the Seattle Municipal Code as Section 21.16.241 and further amending the section; amending Sections 21.16.030, 21.16.040, 21.16.070, 21.16.077, 21.16.140, 21.16.240, and 21.16.270 of the Seattle Municipal Code; renumbering existing and repealing Sections 21.16.071 and 21.16.350 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.**

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

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

Opposed: None

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

In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka

Opposed: None

5. [Res 32175](#) A RESOLUTION relating to Seattle Public Utilities (SPU); amending Resolution 31800, as later amended by Resolution 31825; and updating the ongoing Customer Review Panel to provide additional opportunities for young adult engagement and clarify panel eligibility for optional stipends, as SPU implements the six-year Strategic Business Plan (Plan) and conducts future Plan updates.

The Committee recommends that City Council adopt the Resolution (Res).

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

Opposed: None

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

In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka

Opposed: None

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

6. [CB 121062](#) AN ORDINANCE relating to the City Light Department; authorizing the execution of a 16-year power purchase agreement with the Bonneville Power Administration and related agreements.

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

In Favor: 5 - Rinck, Juarez, Saka, Solomon, Strauss

Opposed: None

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

In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka

Opposed: None

7. [CB 121063](#) **AN ORDINANCE relating to the City Light Department; authorizing the Department to develop programs, enter into agreements with customers and other parties, and provide incentives for modifications to customer electricity consumption; and amending Section 21.49.130 of the Seattle Municipal Code.**

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

**In Favor: 5 - Rinck, Juarez, Saka, Solomon, Strauss**

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

8. [Res 32176](#) **A RESOLUTION relating to the City Light Department; acknowledging and approving the City Light Department's adoption of a biennial energy conservation target for 2026-2027 and ten-year conservation potential.**

**The Committee recommends that City Council adopt the Resolution (Res).**

**In Favor: 5 - Rinck, Juarez, Saka, Solomon, Strauss**

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

9. [Res 32181](#) **A RESOLUTION relating to the City Light Department; approving the City Light Department's 2026-2029 Clean Energy Implementation Plan as required by Washington State's Clean Energy Transformation Act (CETA), chapter 19.405 RCW.**

**The Committee recommends that City Council adopt the Resolution (Res).**

**In Favor: 5 - Rinck, Juarez, Saka, Solomon, Strauss**

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

**LAND USE COMMITTEE:**

10.     [CB 121047](#)   **AN ORDINANCE relating to Seattle’s construction codes; limiting the areas for which substantial alterations are required to spaces or buildings greater than 7,000 square feet in gross area; amending existing substantial alteration requirements; and amending Section 311 of the Seattle Existing Building Code, adopted by Ordinance 127108.**

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

**In Favor: 5 - Solomon, Strauss, Juarez, Rinck, Rivera**

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**Opposed: None**

11.     [CB 121045](#)   **AN ORDINANCE relating to land use and zoning; updating timelines for City review of land use permits; amending Sections 23.76.005 and 23.76.010 of the Seattle Municipal Code; and amending Resolution 31602 to update the City Council Rules for Quasi-Judicial Proceedings.**

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

**In Favor: 5 - Solomon, Strauss, Juarez, Rinck, Rivera**

**Opposed: None**

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

**In Favor: 6 - Nelson, Hollingsworth, Kettle, Rinck, Rivera, Saka**

**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 3:01 p.m.

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**Jodee Schwinn, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on September 23, 2025.**

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





## Legislation Text

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**File #:** CB 121084, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE appropriating money to pay certain claims for the week of September 8, 2025, through September 12, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.  
**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. Payment of the sum of \$19,328,336.24 on PeopleSoft 9.2 mechanical warrants numbered 4100967316 - 4100969205 plus manual or cancellation issues for claims, e-payables of \$71,146.58 on PeopleSoft 9.2 9100015651 - 9100015666, and electronic financial transactions (EFT) in the amount of \$50,390,083.59 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 \$68,434,083.66 on City General Salary Fund mechanical warrants numbered 10431907 - 10432278 plus manual warrants, agencies warrants, and direct deposits numbered 0000001 - 1013378 representing Gross Payrolls for payroll ending date September 9, 2025, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council September 18, 2025, 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 as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the 23rd of September, 2025, and signed by me in open session in authentication of its passage this 23rd of September, 2025.

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

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

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

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

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

(Seal)

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of City Finance	Kaitlin Klaustermeier	Lorine Cheung

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE appropriating money to pay certain claims for the week of September 8, 2025, through September 12, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

**Summary and Background of the Legislation:**

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

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

☐ Yes ☒ No

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

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

**Please describe any financial costs or other impacts of *not* implementing the legislation.**  
The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

#### 4. OTHER IMPLICATIONS

- a. **Please describe how this legislation may affect any departments besides the originating department.**

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

- b. **Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

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

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

N/A

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

N/A

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

N/A

- d. **Climate Change Implications**

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

N/A

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

N/A

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

N/A

## 5. CHECKLIST

- ☐ Is a public hearing required?
- ☐ Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- ☐ If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- ☐ Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

## 6. ATTACHMENTS

**Summary Attachments:** None.



## Legislation Text

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**File #:** CF 314543, **Version:** 1

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Mayor Bruce Harrell's Budget Address on the 2026 Proposed Budget.



## Legislation Text

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**File #:** CB 121071, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the Seattle Fire Code; clarifying provisions relating to preventable alarms and securing of premises, and amending Sections 112, 202, 311, and 901 of the 2021 Seattle Fire Code as adopted by Section 22.600.020 of the Seattle Municipal Code and as regulated and allowed by the State Building Code Act, chapter 19.27 of the Revised Code of Washington.

WHEREAS, the Seattle Fire Code establishes standards intended to preserve lives and protect property, and is also known as Subtitle VI of Title 22, the Seattle Building and Construction Codes; and

WHEREAS, the Seattle Fire Code provides citation authority to the Seattle Fire Department to further the Seattle Fire Department's mission of preserving lives and protecting property through compliance with provisions in the Seattle Fire Code; and

WHEREAS, citations are a non-criminal enforcement approach that includes the opportunity for residents and businesses in Seattle to appeal and receive a fair and impartial review of citations in front of a hearing examiner from the Office of the Hearing Examiner; and

WHEREAS, the Seattle Fire Code provides authority to the Seattle Fire Department to take action to ensure that vacant buildings do not cause a dangerous public nuisance in the community; and

WHEREAS, the Seattle Fire Department and the Seattle Fire Code Advisory Board have reviewed and approved the additions and revisions to the 2021 Seattle Fire Code contained in this ordinance; NOW, THEREFORE,

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

Section 1. Section 112 of the Seattle Fire Code, last amended by Ordinance 127139, is amended as

follows:

## SECTION 112 VIOLATIONS

\* \* \*

[S] **112.4.1 Documentation.** If after investigation the *fire code official* determines that the standards or requirements of provisions referenced in Section 112.4 have been violated, the *fire code official* may issue a citation to the owner and/or other *person(s)* responsible for the violation. The citation shall include the following information: (1) the name and address of the *person* to whom the citation is issued; (2) a reasonable description of the location of the property on which the violation occurred; (3) a separate statement of each standard or requirement violated; (4) the date of the violation; (5) a statement that the *person* cited must respond to the citation within 15 days after service; (6) a space for entry of the applicable penalty; (7) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (8) the name, address, and phone number of the Office of the Hearing Examiner where the citation is to be filed; (9) a statement that the citation represents a determination that a violation has been committed by the *person(s)* named in the citation and that the determination shall be final unless contested as provided in this Section 112.4; and (10) a certified statement of the *fire code official's* representative issuing the citation, authorized by chapter 5.50 RCW ((9A.72.085)), setting forth facts supporting issuance of the citation.

\* \* \*

[S] **112.4.6.5 Evidence at hearing.** The certified statement or declaration authorized by chapter 5.50 RCW ((9A.72.085)) shall be prima facie evidence that a violation occurred and that the *person* cited is responsible. The certified statement or declaration authorized under chapter 5.50 RCW ((9A.72.085)) and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) shall also be admissible without further evidentiary foundation. The *person* cited may rebut the Seattle Fire Department's evidence and



establish that the cited violation(s) did not occur or that the *person* contesting the citation is not responsible for the violation.

\* \* \*

Section 2. Section 202 of the Seattle Fire Code, enacted by Ordinance 127109, is amended as follows:

**SECTION 202  
GENERAL DEFINITIONS**

\* \* \*

[A] **OWNER.** Any person, agent, operator, entity, firm, municipal corporation, or corporation having any legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding an interest or title to the property; or otherwise having possession or control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

\* \* \*

Section 3. Section 311 of the Seattle Fire Code, enacted by Ordinance 127109, is amended as follows:

**SECTION 311  
VACANT PREMISES**

\* \* \*

**311.1 General.** (~~Temporarily unoccupied~~) Unoccupied buildings, structures, premises or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with Sections 311.1.1 through 311.6.

[S] **311.1.1 Abandoned premises.** Buildings, structures and premises which persistently or repeatedly become unprotected or unsecured, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties may be considered to be abandoned, declared unsafe and abated by demolition or rehabilitation in accordance with Section 114, the Seattle Municipal Code and the *International Building Code*.

**311.1.2 Tenant spaces.** Storage and lease plans required by this code shall be revised and updated to reflect temporary or partial vacancies.

**311.2 Safeguarding vacant premises.** ~~((Temporarily unoccupied))~~ Unoccupied buildings, structures, premises or portions thereof shall be secured and protected in accordance with Sections 311.2.1 through ~~((311.2.3))~~ 311.2.4.

**311.2.1 Security.** Exterior and interior openings open to other tenants or unauthorized persons shall be boarded, locked, blocked or otherwise protected to prevent entry by unauthorized individuals. Where required by the fire code official, the premises shall have an approved fence to prevent entry to the premises or use of the premises by unauthorized individuals. The *fire code official* is authorized to placard, post signs, erect barrier tape or take similar measures as necessary to secure public safety.

\* \* \*

**311.2.4 Maintenance.** Where required for compliance with the provisions of this section or other provisions of this code, fencing, boarding, locks and other protections to prevent entry by unauthorized individuals shall thereafter be continuously maintained in accordance with the requirements of this code or as directed by the fire code official.

\* \* \*

Section 4. Section 901 of the Seattle Fire Code, enacted by Ordinance 127109, is amended as follows:

## SECTION 901 GENERAL

\* \* \*

**[S] 901.12 Preventable fire alarms.** It shall be unlawful for any *person* or *owner* to give, signal, or transmit or for any *person* or *owner* to cause or permit to be given, signaled, or transmitted in any manner any *preventable fire alarm*. An *owner* shall be responsible for any *preventable fire alarm* occurring on the *owner's* property caused by ~~((a tenant, occupant, or guest))~~ the owner, or by the owner's contractor, employee, tenant, or

guest, or by a tenant's guest or contractor, or by an occupant except if the occupant is trespassing. An *owner* shall also be responsible for any *preventable fire alarm* occurring on the *owner's* property that is caused by mechanical failure or is the result of improper testing or maintenance of a *fire ((alarm-system)) protection system or life safety system*.

\* \* \*

Section 5. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

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

(Seal)

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
SFD	Karen Grove	Andrew Dziedzic

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE relating to the Seattle Fire Code; clarifying provisions relating to preventable alarms and securing of premises, and amending Sections 112, 202, 311, and 901 of the 2021 Seattle Fire Code as adopted by Section 22.600.020 of the Seattle Municipal Code and as regulated and allowed by the State Building Code Act, chapter 19.27 of the Revised Code of Washington.

**Summary and Background of the Legislation:**

The standards for subscribing to unsworn declarations were contained in RCW 9A.72.085 for nearly 40 years. As a result, several evidentiary proceedings in the Seattle Municipal Code referred to it, as did the Seattle Fire Code. In 2019, the Washington State Legislature repealed RCW 9A.72.085, combining its material into chapter 5.50 RCW (formerly the Uniform Unsworn Foreign Declarations Act) and converting the chapter into the Uniform Unsworn Declarations Act.

This repeal caused every municipal code in the state that referred to RCW 9A.72.085 to point to a repealed section of the law. This bill removes the reference in the Fire Code to the repealed provision and points to chapter 5.50 RCW generally, which is the exact amendment in the original state statute.

The Seattle Fire Code establishes standards intended to preserve lives and protect property. The Seattle Fire Code provides citation authority to further the Seattle Fire Department's mission of preserving lives and protecting property through compliance with provisions in the Seattle Fire Code. The Seattle Fire Code includes definitions and enforcement provisions that from time to time require updates, and this ordinance is updating a definition and clarifying certain enforcement provisions. The Seattle Fire Code also provides authority to the Seattle Fire Department to take action to ensure that vacant buildings do not cause a dangerous public nuisance in the community. A small number of clarifying amendments are proposed to these provisions.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

☐ Yes ☒ No

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

### 3.d. Other Impacts

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

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources. Not applicable; no new costs from this legislation.

Please describe any financial costs or other impacts of *not* implementing the legislation. Continuing to refer to a repealed law may be confusing to readers.

Please describe how this legislation may affect any City departments other than the originating department. No impact.

### 4. OTHER IMPLICATIONS

- a. Is a public hearing required for this legislation? No.
- b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation? No.
- c. Does this legislation affect a piece of property? No.
- d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.
  - i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community. No impacts from these small clean ups/clarifications.
  - ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation. No impact to racial equity from these small clean ups/clarifications.
  - iii. What is the Language Access Plan for any communications to the public? No communications need identified as a result of these small clean ups/clarifications.
- e. Climate Change Implications

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.** No impact.
  - ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.** No impact.
- f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?** No new initiative or programmatic expansion.
- g. **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?** No.

## 5. ATTACHMENTS

**Summary Attachments:** None.



## Legislation Text

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**File #:** CB 121082, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to unsworn declarations; updating references to state law on unsworn declarations by amending all references to RCW 9A.72.085 to chapter 5.50 RCW; and amending Sections 6.430.040, 6.500.170, 6.600.120, 7.24.130, 8.37.220, 8.38.220, 10.52.035, 14.16.050, 14.16.070, 14.16.105, 14.17.045, 14.17.080, 14.19.050, 14.19.070, 14.19.105, 14.20.030, 14.20.050, 14.20.085, 14.21.050, 14.22.065, 14.22.085, 14.22.120, 14.23.085, 14.23.120, 14.26.150, 14.26.220, 14.27.150, 14.27.220, 14.28.150, 14.28.220, 14.29.150, 14.29.220, 14.30.120, 14.30.190, 14.33.110, 14.33.150, 14.33.220, 14.34.150, 14.34.220, 15.91.004, 15.91.012, 18.12.278, 22.212.110, 23.91.012, 25.08.900, and 25.08.940 of the Seattle Municipal Code and Section 112 of the Seattle Fire Code.

WHEREAS, chapter 232, Laws of 2019 consolidated material relating to unsworn statements and their

certification by repealing RCW 9A.72.085 and amending chapter 5.50 RCW; and

WHEREAS, that law contained 21 sections of conforming amendments, the majority of changed RCW

9A.72.085 references to chapter 5.50 RCW references; and

WHEREAS, according to Seattle Municipal Code Section 1.03.070, “[t]he code reviser may prepare legislation

for submission or make written recommendations to the City Council concerning correction or removal

of deficiencies, conflicts, or obsolete provisions in the code or otherwise improving the form or

substance of city laws”; and

WHEREAS, the Code Reviser has prepared this ordinance to conform the Seattle Municipal Code to the RCW;

NOW, THEREFORE,

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

Section 1. Section 6.430.040 of the Seattle Municipal Code, last amended by Ordinance 124919, is amended as follows:



**6.430.030 Applications and examinations.**

A. Applications. Applications for gas piping mechanic licenses shall be made to SDCI on a form provided by the department, accompanied by the following:

1. Affidavits or declarations made pursuant to chapter 5.50 RCW ((9A.72.085)) signed by the applicant and employer(s), documenting that the applicant has one of the following:

a. At least 12 months of full-time experience as:

- (1) A gas piping mechanic;
- (2) An unlicensed worker under the supervision of a gas piping mechanic; or
- (3) A combination of subsections 6.430.040.A.1.a(1) and 6.430.040.A.1.a(2); or

b. At least six months of full-time experience as:

- (1) A gas piping mechanic;
- (2) An unlicensed worker under the supervision of a gas piping mechanic; or
- (3) A combination of subsections 6.430.040.A.1.b(1) and 6.430.040.A.1.b(2); and
- (4) A certificate of completion for a Board-approved gas piping mechanic class;

or

c. A valid plumbers license;

2. Picture identification; and

3. The required examination fee, as specified in the Fee Subtitle, Chapter 22.900E, which fee will be assessed each time the examination is given.

\* \* \*

Section 2. Section 6.500.170 of the Seattle Municipal Code, last amended by Ordinance 125516, is amended as follows:

**6.500.170 Penalties**

\* \* \*

**B. Citation**

1. If after investigation the Director determines that the standards or requirements of provisions of this Chapter 6.500 have been violated, the Director may issue a citation to the owner and/or other person or entity responsible for the violation. The citation shall include the following information: (1) the name and address of the person to whom the citation is issued; (2) a reasonable description of the location of the property on which the violation occurred; (3) a separate statement of each standard or requirement violated; (4) the date of the violation; (5) a statement that the person cited must respond to the citation within 15 days after service; (6) a space for entry of the applicable penalty; (7) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (8) the name, address, and phone number of the Hearing Examiner where the citation is to be filed; (9) a statement that the citation represents a determination that a violation has been committed by the person named in the citation and that the determination shall be final unless contested as provided in this Chapter 6.500; and (10) a certified statement of the Director's representative issuing the citation, authorized by chapter 5.50 RCW (~~((9A.72.085))~~), setting forth facts supporting issuance of the citation.

2. The citation may be served by personal service in the manner set forth in RCW 4.28.080 for service of a summons or sent by first class mail, addressed to the last known address of such person(s). Service shall be complete at the time of personal service, or if mailed, on the date of mailing. If a citation sent by first class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property.

\* \* \*

**F. Contested hearing**

1. Date and notice. If a person requests a contested hearing, the hearing shall be held within 60 days after the written response to the citation requesting such hearing is received.

2. Hearing. Contested hearings shall be conducted pursuant to the procedures for hearing

contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this Section 6.500.170. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

3. Sufficiency. No citation shall be deemed insufficient for failure to contain a detailed statement of the facts constituting the specific violation which the person cited is alleged to have committed or by reason of defects or imperfections, provided such lack of detail or such defects or imperfections do not prejudice substantial rights of the person cited.

4. Amendment of citation. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the person cited are not thereby prejudiced.

5. Evidence at hearing. The certified statement or declaration authorized by chapter 5.50 RCW ((9A.72.085)) shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under chapter 5.50 RCW ((9A.72.085)) and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) shall also be admissible without further evidentiary foundation. The person cited may rebut the Department evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

6. Disposition. The Hearing Examiner shall determine by a preponderance of the evidence whether the violation occurred. If the Hearing Examiner determines that the violation occurred, the citation shall be sustained and the Hearing Examiner shall enter an order finding that the person cited committed the violation and imposing the applicable penalty. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

7. Final decision. The Hearing Examiner's decision is the final decision of the City.

\* \* \*

Section 3. Section 6.600.120 of the Seattle Municipal Code, enacted by Ordinance 125490, is amended as follows:

**6.600.120 Short-term rental operator and bed and breakfast operator - Violations and enforcement**

\* \* \*

B. Enforcement. If after investigation the Director determines that any of the provisions of Chapter 6.600 applicable to operators or bed and breakfast operators have been violated, the Director may issue a civil citation to the operator, bed and breakfast operator, or other person responsible for the violation.

1. Citation. The civil citation shall include the following information: (1) the name and address of the person to whom the citation is issued; (2) the address of the short-term rental or bed and breakfast unit involving the violation; (3) a separate statement of each provision violated; (4) the date of the violation; (5) a statement that the person cited must respond to the civil citation within 15 business days after service; (6) a space for entry of the applicable penalty; (7) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (8) contact information for the Hearing Examiner where the citation is to be filed; (9) a statement that the citation represents a determination that a violation has been committed by the person named in the citation and that the determination shall be final unless contested as provided in this chapter; and (10) a certified statement of the Director's representative issuing the citation, authorized by chapter 5.50 RCW ((9A.72.085)), setting forth facts supporting issuance of the citation.

2. Service. The citation shall be served by first-class mail, addressed to the operator, bed and breakfast operator, or other person responsible for the violation. Service shall be deemed complete three days after the mailing. If a citation sent by first class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property where the violation occurred and service shall be complete on the date of posting. The citation may also be served in person.

3. Response to citations

a. A person cited must respond to a citation in one of the following ways:

1) Paying the amount of the monetary penalty specified in the citation, in which case the record shall show a finding that the person cited committed the violation; or

2) Requesting in writing a mitigation hearing to explain the circumstances surrounding the commission of the violation and providing an address to which notice of such hearing may be sent; or

3) Requesting in writing a contested hearing specifying the reason why the cited violation did not occur or why the person cited is not responsible for the violation, and providing an address to which notice of such hearing may be sent.

b. A response to a citation must be received by the Office of the Hearing Examiner no later than 15 calendar days after the date the citation is served. When the last day of the appeal period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run until 5 p.m. on the next business day.

c. Failure to respond. If a person fails to respond to a citation within 15 calendar days of service, an order shall be entered by the Hearing Examiner finding that the person cited committed the violation stated in the citation, and assessing the penalty specified in the citation.

4. Hearings

a. Mitigation hearings

1) Date and notice. If a mitigation hearing is requested, the mitigation hearing shall be held within 30 calendar days after written response to the citation requesting such hearing is received by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be sent to the address specified in the request for hearing not less than ten calendar days prior to the date of the hearing.

2) Procedure at hearing. The Hearing Examiner shall hold an informal hearing

that shall not be governed by the Rules of Evidence. The person cited may present witnesses, but witnesses may not be compelled to attend. A representative from the Department may also be present and may present additional information, but attendance by a representative from the Department is not required.

3) Disposition. The Hearing Examiner shall determine whether the cited person's explanation justifies reduction of the monetary penalty; however, the monetary penalty may not be reduced unless the Department of Finance and Administrative Services affirms or certifies that the violation has been corrected prior to the mitigation hearing. Factors that may be considered in whether to reduce the penalty include whether the violation was caused by the act, neglect, or abuse of another; or whether correction of the violation was commenced prior to the issuance of the citation but that full compliance was prevented by a condition or circumstance beyond the control of the person cited.

4) Entry of order. After hearing the explanation of the person cited and any other information presented at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation and assessing a monetary penalty in an amount determined pursuant to subsection 6.600.120.B.5. The Hearing Examiner's decision is the final decision of the City on the matter.

b. Contested hearings

1) Date and notice. If a person requests a contested hearing, the hearing shall be held within 60 calendar days after the written response to the citation requesting such hearing is received.

2) Hearing. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this Section 6.600.110. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

3) Sufficiency. No citation shall be deemed insufficient for failure to contain a

detailed statement of the facts constituting the specific violation which the person cited is alleged to have committed or by reason of defects or imperfections, provided such lack of detail, or defects or imperfections do not prejudice substantial rights of the person cited.

4) Amendment of citation. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the person cited are not thereby prejudiced.

5) Evidence at hearing. The certified statement or declaration authorized by chapter 5.50 RCW ((9A.72.085)) shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under chapter 5.50 RCW ((9A.72.085)) and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) shall also be admissible without further evidentiary foundation. The person cited may rebut the Department of Finance and Administrative Services' evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

6) Disposition. If the citation is sustained at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation and impose the applicable penalty pursuant to subsection 6.600.120.B.5. The Hearing Examiner may reduce the monetary penalty in accordance with the mitigation provisions in subsection 6.600.120.B.4.a.3. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

7) Final decision. The Hearing Examiner's decision is the final decision of the City.

c. Failure to appear for hearing. Failure to appear for a requested hearing will result in an order being entered finding that the person cited committed the violation stated in the citation and assessing the penalty specified in the citation. For good cause shown and upon terms the Hearing Examiner deems just, the

Hearing Examiner may set aside an order entered upon a failure to appear and schedule a new contested hearing date.

#### 5. Citation penalties

a. First violation. The first time a person is found to have violated one of the provisions referenced in subsection 6.600.120.A the person shall be subject to a penalty of \$500. The Director may, in an exercise of discretion, issue a warning to the person responsible for the violation if that person has not been previously warned or cited for violating this Chapter 6.600.

b. Second and subsequent violations. Any second or subsequent time a person is found to have violated one of the provisions referenced in subsection 6.600.120.A within a five (5) year period, the person shall be subject to a penalty of \$1,000 for each subsequent violation.

c. Collection of penalties. If the person cited fails to pay a penalty imposed pursuant to this subsection 6.600.120.B, the penalty may be referred to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the penalty. Alternatively, the City may pursue collection in any other manner allowed by law.

d. Each day a separate violation. Each day a person violates or fails to comply with one of the provisions referenced in subsection 6.600.120.A, may be considered a separate violation for which a civil citation may be issued.

Section 4. Section 7.24.130 of the Seattle Municipal Code, enacted by Ordinance 125222, is amended as follows:

#### **7.24.130 Citation**

A. Citation. If after investigation the Director determines that the standards or requirements of this Chapter 7.24 have been violated, the Director may issue a citation to the person responsible for the violation. The citation shall include the following information:

1. The name and address of the responsible person to whom the citation is issued;



2. A reasonable description of the location of the property on which the violation occurred;
3. A separate statement of each standard or requirement violated;
4. The date of the violation;
5. A statement that the person cited must respond to the citation within 15 days after service;
6. A space for entry of the applicable penalty;
7. A statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due;
8. The name, address, and phone number of the Hearing Examiner where the citation is to be filed;
9. A statement that the citation represents a determination that a violation has been committed by the responsible person named in the citation and that the determination shall be final unless contested as provided in subsection 7.24.130.C; and
10. A certified statement of the inspector issuing the citation, authorized by chapter 5.50 RCW ((9A.72.085)), setting forth facts supporting issuance of the citation.

\* \* \*

#### E. Hearings

##### 1. Mitigation hearings

a. Date and notice. If a mitigation hearing is requested, the mitigation hearing shall be held within 30 days after written response to the citation requesting such hearing is received by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be sent to the address specified in the request for hearing not less than ten days prior to the date of the hearing.

b. Procedure at hearing. The Hearing Examiner shall hold an informal hearing that shall not be governed by the Rules of Evidence. The person cited may present witnesses, but witnesses may not be compelled to attend. A representative from the Seattle Department of Construction and Inspections may also be

present and may present additional information, but attendance by a representative from the Seattle Department of Construction and Inspections is not required.

c. Disposition. The Hearing Examiner shall determine whether the cited person's explanation justifies reduction of the monetary penalty; however, the monetary penalty may not be reduced unless the Seattle Department of Construction and Inspections affirms or certifies that the violation has been corrected prior to the mitigation hearing. Factors that may be considered in whether to reduce the penalty include whether the violation was caused by the act, neglect, or abuse of another; or whether correction of the violation was commenced promptly prior to citation but that full compliance was prevented by a condition or circumstance beyond the control of the person cited.

d. Entry of order. After hearing the explanation of the person cited and any other information presented at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation and assessing a monetary penalty in an amount determined pursuant to subsection 7.24.130.F. The Hearing Examiner's decision is the final decision of the City on the matter.

## 2. Contested hearing

a. Date and notice. If a person requests a contested hearing, the hearing shall be held within 60 days after the written response to the citation requesting such hearing is received.

b. Hearing. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this subsection 7.24.130.E.2. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

c. Sufficiency. No citation shall be deemed insufficient for failure to contain a detailed statement of the facts constituting the specific violation which the person cited is alleged to have committed or

by reason of defects or imperfections, provided such lack of detail or defects or imperfections do not prejudice substantial rights of the person cited.

d. Amendment of citation. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the person cited are not thereby prejudiced.

e. Evidence at hearing. The certified statement or declaration authorized by chapter 5.50 RCW (~~(9A.72.085)~~) shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under chapter 5.50 RCW (~~(9A.72.085)~~) and any other evidence accompanying the report shall be admissible without further evidentiary foundation. The person cited may rebut the Department of Construction and Inspections' evidence and establish that the cited violation (s) did not occur or that the person contesting the citation is not responsible for the violation.

f. Disposition. If the citation is sustained at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation. If the violation remains uncorrected, the Hearing Examiner shall impose the applicable penalty. The Hearing Examiner may reduce the monetary penalty in accordance with the mitigation provisions in subsection 7.24.130.E.1 if the violation has been corrected. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

g. Appeal. The Hearing Examiner's decision is final and conclusive unless, within ten calendar days of the date of the Hearing Examiner decision, an application or petition for a writ of review is filed in King County Superior Court. Judicial review shall be confined to the record of the administrative hearing. The Superior Court may reverse the Hearing Examiner decision only if the decision is arbitrary and capricious, contrary to law, in excess of the authority or jurisdiction of the Hearing Examiner, made upon unlawful procedure, or in violation of constitutional provisions.

3. Failure to appear for hearing. Failure to appear for a requested hearing will result in an order being entered finding that the person cited committed the violation stated in the citation and assessing the

penalty specified in the citation. For good cause shown and upon terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure to appear.

\* \* \*

Section 5. Section 8.37.220 of the Seattle Municipal Code, enacted by Ordinance 126595, is amended as follows:

\* \* \*

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 8.37.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 8.37.200.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 6. Section 8.38.220 of the Seattle Municipal Code, enacted by Ordinance 126665, is amended as follows:

**8.38.220 Debt owed The City of Seattle**

\* \* \*

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 8.38.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner

shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((~~9A.72.085~~)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 8.38.200.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 7. Section 10.52.035 of the Seattle Municipal Code, last amended by Ordinance 124919, is amended as follows:

**10.52.035 Contested case hearing.**

\* \* \*

E. Evidence at Hearing. The certified statement or declaration authorized by chapter 5.50 RCW ((~~9A.72.085~~)) to be submitted by an inspector shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration of the inspector authorized under chapter 5.50 RCW ((~~9A.72.085~~)) and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((~~9A.72.085~~)) shall also be admissible without further evidentiary foundation. The person cited may rebut the Seattle Department of Construction and Inspections evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

\* \* \*

Section 8. Section 14.16.050 of the Seattle Municipal Code, last amended by Ordinance 125499, is amended as follows:

**14.16.050 Employer records**

\* \* \*

C. Respondents in any case closed by the Agency shall allow the Office of City Auditor access to such

records to permit the Office of City Auditor to evaluate the Agency's enforcement efforts. Before requesting records from such a respondent, the Office of City Auditor shall first consult the Agency's respondent records on file and determine if additional records are necessary. The City Auditor may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((~~9A.72.085~~)) to the Hearing Examiner for the issuance of subpoenas under this subsection 14.16.050.C. The Hearing Examiner shall issue such subpoenas upon a showing that the records are required to fulfill the purpose of this subsection 14.16.050.C.

\* \* \*

Section 9. Section 14.16.070 of the Seattle Municipal Code, last amended by Ordinance 124960, is amended as follows:

#### **14.16.070 Investigation**

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((~~9A.72.085~~)) to the Hearing Examiner for the issuance of subpoenas requiring an employer to produce the records identified in subsection 14.16.050.A, or for the attendance and testimony of witnesses, or for the production of documents required to be retained under subsection 14.16.050.A, or any other document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of paid sick and paid safe time under this Chapter 14.16 and/or to whether an employer has violated any provision of this Chapter 14.16. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.16 or the workforce is unlikely to volunteer information regarding such violations.

Section 10. Section 14.16.105 of the Seattle Municipal Code, enacted by Ordinance 124960, is amended as follows:

#### **14.16.105 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.16.085.B, the Director's Order shall be final, and the Director may petition the Seattle Municipal Court, or any court of competent jurisdiction, to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.16.085.B, and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.16.095.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.16.095.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 11. Section 14.17.045 of the Seattle Municipal Code, enacted by Ordinance 124960, is amended as follows:

#### **14.17.045 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((~~9A.72.085~~)) to the Hearing Examiner for the issuance of subpoenas for the attendance and testimony of witnesses, or for the production of documents relevant to the issue of whether an employer has violated any provision of this Chapter 14.17. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.17 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 12. Section 14.17.080 of the Seattle Municipal Code, enacted by Ordinance 124960, is amended as follows:

#### **14.17.080 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.17.060.B, the Director's Order shall be final, and the Director may petition the Seattle Municipal Court, or any court of competent jurisdiction, to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((~~9A.72.085~~)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed



to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.17.060.B, and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.17.070.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.17.070.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 13. Section 14.19.050 of the Seattle Municipal Code, last amended by Ordinance 124960, is amended as follows:

**14.19.050 Employer records**

\* \* \*

C. Respondents in any case closed by the Agency shall allow the Office of City Auditor access to such records to permit the Office of City Auditor to evaluate the Agency's enforcement efforts. Before requesting records from such a respondent, the Office of City Auditor shall first consult the Agency's respondent records on file and determine if additional records are necessary. The City Auditor may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas under this subsection 14.19.050.C. The Hearing Examiner shall issue such subpoenas upon a showing that the records are required to fulfill the purpose of this subsection 14.19.050.C.

Section 14. Section 14.19.070 of the Seattle Municipal Code, last amended by Ordinance 124960, is amended as follows:

**14.19.070 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas requiring an employer to produce the records identified in subsection 14.19.050.A, or for the attendance and testimony of witnesses, or for the production of documents required to be retained under subsection 14.19.050.A or any other document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of compensation under this Chapter 14.19 and/or to whether an employer has violated any provision of this Chapter 14.19. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.19 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 15. Section 14.19.105 of the Seattle Municipal Code, enacted by Ordinance 124960, is amended as follows:

**14.19.105 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.19.085.B, the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the

order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.19.085.B, and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.19.095.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.19.095.A shall also be admissible without further evidentiary foundation.

\* \* \*

Section 16. Section 14.20.030 of the Seattle Municipal Code, last amended by Ordinance 124960, is amended as follows:

**14.20.030 Employer records**

\* \* \*

C. Respondents in any case closed by the Agency shall allow the Office of City Auditor access to such records to permit the Office of City Auditor to evaluate the Agency's enforcement efforts. Before requesting records from such a respondent, the Office of City Auditor shall first consult the Agency's respondent records

on file and determine if additional records are necessary. The City Auditor may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas under this subsection 14.20.030.C. The Hearing Examiner shall issue such subpoenas upon a showing that the records are required to fulfill the purpose of this subsection 14.20.030.C.

Section 17. Section 14.20.050 of the Seattle Municipal Code, last amended by Ordinance 124960, is amended as follows:

**14.20.050 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas requiring an employer to produce the records identified in subsection 14.20.030.A, or for the attendance and testimony of witnesses, or for the production of documents required to be retained under subsection 14.20.030.A, or any other document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of compensation under this Chapter 14.20 and/or to whether an employer has violated any provision of this Chapter 14.20. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.20 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 18. Section 14.20.085 of the Seattle Municipal Code, enacted by Ordinance 124960, is amended as follows:

**14.20.085 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.20.065.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.20.065.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.20.075.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.20.075.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 19. Section 14.21.050 of the Seattle Municipal Code, enacted by Ordinance 125100, is amended as follows:

**14.21.050 Enforcement**

\* \* \*

#### E. Citation

1. If the Director determines that a violation of this Chapter 14.21 has occurred, the Director shall issue a citation to the provider or providers. The citation shall include the following information: (1) the name and address of the person to whom the citation is issued; (2) the date of the violation; (3) a statement that the person cited must respond to the citation within 15 days after service; (4) the applicable penalty; (5) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (6) the name, address, and phone number of the Hearing Examiner where the citation is to be filed; (7) a statement that the citation represents a determination that a violation has been committed by the person named in the citation and that the determination shall be final unless contested as provided in this Chapter 14.21; and (8) a certified statement of the Director's representative, authorized by chapter 5.50 RCW ((9A.72.085)), setting forth facts supporting issuance of the citation.

2. The citation may be served by personal service in the manner set forth in RCW 4.28.080 for service of a summons or sent by first class mail, addressed to the last known address of such person(s). Service shall be complete at the time of personal service, or if mailed, on the date of mailing. If a citation sent by first class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property.

\* \* \*

#### H. Contested hearing

1. Date and notice. If a person requests a contested hearing, the hearing shall be held within 60 days after the written response to the citation requesting such hearing is received.

2. Hearing. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this Section 14.21.050. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are within the jurisdiction of the

Hearing Examiner.

3. Sufficiency. No citation shall be deemed insufficient for failure to contain a detailed statement of the facts constituting the specific violation which the person cited is alleged to have committed or by reason of defects or imperfections, provided such lack of detail or such defects or imperfections do not prejudice substantial rights of the person cited.

4. Amendment of citation. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the person cited are not thereby prejudiced.

5. Evidence at hearing. The certified statement or declaration authorized by chapter 5.50 RCW ((9A.72.085)) shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under chapter 5.50 RCW ((9A.72.085)) and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) shall also be admissible without further evidentiary foundation. The person cited may rebut the Department's evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

6. Disposition. The Hearing Examiner shall determine by a preponderance of the evidence whether the violation occurred. If the Hearing Examiner determines that the violation occurred, the citation shall be sustained and the Hearing Examiner shall enter an order finding that the person cited committed the violation and imposing the applicable penalty. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

7. Final decision. The Hearing Examiner's decision is the final decision of the City.

\* \* \*

Section 20. Section 14.22.065 of the Seattle Municipal Code, enacted by Ordinance 125135, is amended as follows:

**14.22.065 Employer records**

\* \* \*

D. Respondents in any case closed by the Agency shall allow the Office of City Auditor access to such records to permit the Office of City Auditor to evaluate the Agency's enforcement efforts. Before requesting records from such a respondent, the Office of City Auditor shall first consult the Agency's respondent records on file and determine if additional records are necessary. The City Auditor may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((~~9A.72.085~~)) to the Hearing Examiner for the issuance of subpoenas under this subsection 14.22.065.D. The Hearing Examiner shall issue such subpoenas upon a showing that the records are required to fulfill the purposes of this subsection 14.22.065.D.

Section 21. Section 14.22.085 of the Seattle Municipal Code, enacted by Ordinance 125135, is amended as follows:

**14.22.085 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((~~9A.72.085~~)) to the Hearing Examiner for the issuance of subpoenas requiring the employer to produce the records identified in subsection 14.22.065.A, or for the attendance and testimony of witnesses, or for the production of documents required to be retained under subsection 14.22.065.A, or any other document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of compensation under this Chapter 14.22 and/or to whether the employer has violated any provision of this Chapter 14.22. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.22 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*



Section 22. Section 14.22.120 of the Seattle Municipal Code, enacted by Ordinance 125135, is amended as follows:

**14.22.120 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.22.100.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.22.100.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.22.110.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.22.110.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 23. Section 14.23.085 of the Seattle Municipal Code, enacted by Ordinance 125627, is amended as follows:

**14.23.085 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas requiring the attendance and testimony of witnesses, or any document relevant to the issue of whether any domestic worker or group of domestic workers has been or is afforded proper amounts of compensation under this Chapter 14.23 and/or to whether the hiring entity has violated any provision of this Chapter 14.23. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.23 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 24. Section 14.23.120 of the Seattle Municipal Code, enacted by Ordinance 125627, is amended as follows:

**14.23.120 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.23.100.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be

admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.23.100.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.23.110.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.23.110.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 25. Section 14.26.150 of the Seattle Municipal Code, enacted by Ordinance 125923, is amended as follows:

#### **14.26.150 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas requiring the attendance and testimony of witnesses, or any document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of compensation under this Chapter 14.26 and/or to whether the employer has violated any provision of this Chapter 14.26. The Hearing Examiner shall conduct the review without hearing as soon as

practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.26 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 26. Section 14.26.220 of the Seattle Municipal Code, enacted by Ordinance 125923, is amended as follows:

**14.26.220 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.26.180.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.26.180.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.26.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner

shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((~~9A.72.085~~)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.26.200.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 27. Section 14.27.150 of the Seattle Municipal Code, enacted by Ordinance 125928, is amended as follows:

**14.27.150 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((~~9A.72.085~~)) to the Hearing Examiner for the issuance of subpoenas requiring the attendance and testimony of witnesses, or any document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of compensation under this Chapter 14.27 and/or to whether the employer has violated any provision of this Chapter 14.27. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.27 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 28. Section 14.27.220 of the Seattle Municipal Code, enacted by Ordinance 125928, is amended as follows:

**14.27.220 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.27.180.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.27.180.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.27.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.27.200.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 29. Section 14.28.150 of the Seattle Municipal Code, enacted by Ordinance 125930, is amended as follows:

**14.28.150 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas requiring the attendance and testimony of witnesses, or any document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of compensation under this Chapter 14.28 and/or to whether the employer has violated any provision of this Chapter 14.28. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.28 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 30. Section 14.28.220 of the Seattle Municipal Code, enacted by Ordinance 125930, is amended as follows:

**14.28.220 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.28.180.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the

Hearing Examiner within the time period set forth in subsection 14.28.180.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.28.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.28.200.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 31. Section 14.29.150 of the Seattle Municipal Code, enacted by Ordinance 125929, is amended as follows:

**14.29.150 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas requiring the attendance and testimony of witnesses, or any document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of compensation under this Chapter 14.29 and/or to whether the employer has violated any provision of this Chapter 14.29. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are



vulnerable to violations of this Chapter 14.29 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 32. Section 14.29.220 of the Seattle Municipal Code, enacted by Ordinance 125929, is amended as follows:

**14.29.220 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.29.180.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.29.180.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.29.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof,

and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.29.200.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 33. Section 14.30.120 of the Seattle Municipal Code, enacted by Ordinance 125684, is amended as follows:

**14.30.120 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas requiring the employer to produce the records identified in subsection 14.30.070.A, or for the attendance and testimony of witnesses, or for the production of documents required to be retained under subsection 14.30.070.A, or any other document relevant to the issue of whether any employee or group of employees has been or is afforded proper amounts of compensation under this Chapter 14.30 and/or to whether the employer has violated any provision of this Chapter 14.30. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.30 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 34. Section 14.30.190 of the Seattle Municipal Code, enacted by Ordinance 125684, is amended as follows:

**14.30.190 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set

forth in subsection 14.30.150.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.30.150.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.30.170.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.30.170.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 35. Section 14.33.110 of the Seattle Municipal Code, enacted by Ordinance 126189, is amended as follows:

#### **14.33.110 TNC records**

\* \* \*

C. Respondents in any case closed by the Agency shall allow the Office of City Auditor access to such

records to permit the Office of City Auditor to evaluate the Agency's enforcement efforts. Before requesting records from such a respondent, the Office of City Auditor shall first consult the Agency's respondent records on file and determine if additional records are necessary. The City Auditor may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((~~9A.72.085~~)) to the Hearing Examiner for the issuance of subpoenas under this subsection 14.33.110.C. The Hearing Examiner shall issue such subpoenas upon a showing that the records are required to fulfill the purposes of this subsection 14.33.110.C.

Section 36. Section 14.33.150 of the Seattle Municipal Code, enacted by Ordinance 126189, is amended as follows:

**14.33.150 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((~~9A.72.085~~)) to the Hearing Examiner for the issuance of subpoenas requiring the TNC to produce the records identified in Section 14.33.110, or for the attendance and testimony of witnesses, or for the production of documents required to be retained under Section 14.33.110, or any other document relevant to the issue of whether any TNC driver or group of TNC drivers has been or is afforded proper amounts of compensation under this Chapter 14.33 and/or to whether the TNC has violated any provision of this Chapter 14.33. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that a violation has occurred if a complaint has been filed with the Agency, or that circumstances show that violations are likely to occur within a business or class of businesses because the workforce contains significant numbers of workers who are vulnerable to violations of this Chapter 14.33 or the workforce is unlikely to volunteer information regarding such violations.

\* \* \*

Section 37. Section 14.33.220 of the Seattle Municipal Code, enacted by Ordinance 126189, is amended as follows:

**14.33.220 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.33.180.B the Director's Order shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.33.180.B and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.33.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.33.200.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 38. Section 14.34.150 of the Seattle Municipal Code, enacted by Ordinance 126373, is amended as follows:

**14.34.150 Investigation**

\* \* \*

E. The Director may apply by affidavit or declaration in the form allowed under chapter 5.50 RCW ((9A.72.085)) to the Hearing Examiner for the issuance of subpoenas requiring a hiring entity to produce the records required by Section 14.34.110, or for the attendance and testimony of witnesses, or for the production of documents required to be retained under Section 14.34.110, or any other document relevant to the issue of whether any independent contractor or group of independent contractors received the information or other benefits required by this Chapter 14.34, and/or to whether a hiring entity has violated any provision of this Chapter 14.34. The Hearing Examiner shall conduct the review without hearing as soon as practicable and shall issue subpoenas upon a showing that there is reason to believe that: a violation has occurred, a complaint has been filed with the Agency, that circumstances show that violations are likely to occur within a class of businesses because the workforce contains significant numbers of independent contractors who are vulnerable to violations of this Chapter 14.34, the workforce is unlikely to volunteer information regarding such violations, or the Agency has gathered preliminary information indicating that a violation may have occurred.

\* \* \*

Section 39. Section 14.34.220 of the Seattle Municipal Code, enacted by Ordinance 126373, is amended as follows:

**14.34.220 Debt owed The City of Seattle**

\* \* \*

B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the time period set forth in subsection 14.34.180.B, the Director's Order shall be final, and the Director may petition the Seattle Municipal Court, or any court of competent jurisdiction, to enforce the Director's Order by entering judgment in favor of the City finding that the respondent has failed to exhaust its administrative remedies and that all amounts and relief contained in the order are due. The Director's Order shall constitute prima facie evidence

that a violation occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's Order to the Hearing Examiner within the time period set forth in subsection 14.34.180.B, and therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible without further evidentiary foundation.

C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner within the time period set forth in subsection 14.34.200.A, the order of the Hearing Examiner shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's Order by entering judgment in favor of the City for all amounts and relief due under the order of the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence that the violations contained therein occurred and shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) containing evidence that the respondent has failed to comply with the order or any parts thereof, and is therefore in default, or that the respondent has failed to avail itself of judicial review in accordance with subsection 14.34.200.A, shall also be admissible without further evidentiary foundation.

\* \* \*

Section 40. Section 15.91.004 of the Seattle Municipal Code, enacted by Ordinance 120822, is amended as follows:

**15.91.004 Citation.**

A. Citation. If after investigation the Director determines that the standards or requirements of provisions referenced in Section 15.91.002 have been violated, the Director may issue a citation to the owner and/or other person or entity responsible for the violation. The citation shall include the following information: (1) the name and address of the person to whom the citation is issued; (2) a reasonable description of the location of the property on which the violation occurred; (3) a separate statement of each standard or

requirement violated; (4) the date of the violation; (5) a statement that the person cited must respond to the citation within 15 days after service; (6) a space for entry of the applicable penalty; (7) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (8) the name, address, and phone number of the Hearing Examiner where the citation is to be filed; (9) a statement that the citation represents a determination that a violation has been committed by the person named in the citation and that the determination shall be final unless contested as provided in this Chapter 15.91; and (10) a certified statement of the Director's representative issuing the citation, authorized by chapter 5.50 RCW (~~9A.72.085~~), setting forth facts supporting issuance of the citation.

\* \* \*

Section 41. Section 15.91.012 of the Seattle Municipal Code, last amended by Ordinance 121925, is amended as follows:

**15.91.012 Contested hearing.**

\* \* \*

E. Evidence at hearing. The certified statement or declaration authorized by chapter 5.50 RCW (~~9A.72.085~~) shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under chapter 5.50 RCW (~~9A.72.085~~) and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under chapter 5.50 RCW (~~9A.72.085~~) shall also be admissible without further evidentiary foundation. The person cited may rebut the Department of Transportation evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

\* \* \*

Section 42. Section 18.12.278 of the Seattle Municipal Code, enacted by Ordinance 118607, is amended as follows:



**18.12.278 Park exclusion.**

\* \* \*

G. At the hearing, the violation must be proved by a preponderance of the evidence in order to uphold the exclusion notice. If the exclusion notice was issued because of the alleged violation of any criminal law, the offender need not be charged, tried, or convicted for the exclusion notice to be upheld. The exclusion notice establishes a prima facie case that the offender committed the violation as described. The Superintendent's Hearing Officer shall consider a sworn report or a declaration under penalty of perjury as authorized by chapter 5.50 RCW ((9A.72.085)), written by the individual who issued the exclusion notice, without further evidentiary foundation. The certifications authorized in Rule 6.13 of the Criminal Rules for Courts of Limited Jurisdiction shall be considered without further evidentiary foundation. The Superintendent's Hearing Officer may consider information that would not be admissible under the evidence rules in a court of law but which the Superintendent's Hearing Officer considers relevant and trustworthy.

\* \* \*

Section 43. Section 22.212.110 of the Seattle Municipal Code, enacted by Ordinance 126451, is amended as follows:

**22.212.110 Citations**

\* \* \*

E. Hearings

1. Mitigation hearing

a. Date and notice. If the person cited requests a mitigation hearing, the Hearing Examiner shall hold a mitigation hearing within 30 days after the Hearing Examiner receives the written response to the citation requesting such hearing. The Hearing Examiner shall send notice of the time, place, and date of the hearing to the address specified in the request for hearing no later than ten days prior to the date of the hearing.

b. Procedure at hearing. The Hearing Examiner shall hold an informal hearing that shall not be governed by the Rules of Evidence. The person cited may present witnesses, but witnesses may not be compelled to attend. The Director may also attend the hearing and may present additional information, but is not required to attend.

c. Disposition. The Hearing Examiner shall determine whether the person cited's explanation justifies reducing the citation penalty, but the citation penalty may not be reduced unless the Director affirms or certifies that the violation has been corrected prior to the mitigation hearing. Factors that may be considered in whether to reduce the citation penalty include: whether the violation was caused by the act, neglect, or abuse of another; or whether correction of the violation was commenced promptly prior to citation, but full compliance was prevented by a condition or circumstance beyond the control of the person cited.

d. Entry of order. After hearing the explanation of the person cited and any other information presented at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation and assessing a citation penalty in an amount determined pursuant to subsection 22.212.110.F, which amount the Examiner may reduce pursuant to the mitigation factors in subsection 22.212.110.E.1.c. The Hearing Examiner's decision is the final decision of the City on the matter.

## 2. Contested hearing

a. Date and notice. If the person cited requests a contested hearing, the Hearing Examiner shall hold the hearing within 60 days after the Hearing Examiner receives the written response to the citation requesting such hearing.

b. Hearing. The Hearing Examiner shall conduct a contested hearing pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this subsection 22.212.110.E.2. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are

within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

c. Sufficiency. No citation shall be deemed insufficient for failure to contain a detailed statement of the facts constituting the specific violation that the person cited is alleged to have committed or by reason of defects or imperfections, provided that such lack of detail or defects or imperfections do not prejudice a substantial right of the person cited.

d. Amendment of citation. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if a substantial right of the person cited is not thereby prejudiced.

e. Evidence at hearing. A certified statement or declaration that complies with chapter 5.50 RCW ((9A.72.085)) and is made by the Director shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration and any other evidence accompanying it shall be admissible without further evidentiary foundation. The person cited may rebut the Director's evidence and establish that the cited violation did not occur or that the person contesting the citation is not responsible for the violation.

f. Disposition. If the citation is sustained at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation. If the violation remains uncorrected, the Hearing Examiner shall impose a citation penalty in an amount determined pursuant to subsection 22.212.110.F. If the violation has been corrected, the Hearing Examiner may reduce the citation penalty pursuant to the mitigation factors in subsection 22.212.110.E.1.c. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation. The Hearing Examiner's decision is the final decision of the City on the matter.

3. Failure to appear for hearing. Failure of the person cited or their attorney to appear for a requested hearing will result in an order being entered finding that the person cited committed the violation stated in the citation and assessing the citation penalty specified in the citation. For good cause shown and upon

terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure to appear.

\* \* \*

Section 44. Section 23.91.012 of the Seattle Municipal Code, last amended by Ordinance 124919, is amended as follows:

**23.91.012 Contested hearing.**

\* \* \*

E. Evidence at Hearing

1. The certified statement or declaration authorized by chapter 5.50 RCW ((~~9A.72.085~~)) submitted by an inspector shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration of the inspector authorized under chapter 5.50 RCW ((~~9A.72.085~~)) and any other evidence accompanying the report shall be admissible without further evidentiary foundation.

2. Any certifications or declarations authorized under chapter 5.50 RCW ((~~9A.72.085~~)) shall also be admissible without further evidentiary foundation. The person cited may rebut the Seattle Department of Construction and Inspections evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

Section 45. Section 25.08.900 of the Seattle Municipal Code, enacted by Ordinance 122614, is amended as follows:

**25.08.900 Citation.**

A. Citation. The citation shall include the following information:

1. The name and address of the person to whom the citation is issued;
2. A reasonable description of the location of the property on which the violation occurred;
3. A separate statement of each requirement or provision of the Chapter violated;

4. The date of the violation;
5. A statement that the person cited must respond to the citation within fifteen (15) days after service;
6. A space for entry of the applicable penalty;
7. A statement that a response must be received at the Office of Hearing Examiner not later than five p.m. on the date the response is due;
8. The name, address and phone number of the Office of Hearing Examiner where the citation is to be filed;
9. A statement that the citation represents a determination that a violation has been committed by the person named in the citation and that the determination shall be final unless contested as provided in this chapter; and
10. A certified statement of the person issuing the citation, authorized by chapter 5.50 RCW ((9A.72.085)), setting forth facts supporting issuance of the citation.

\* \* \*

Section 46. Section 25.08.940 of the Seattle Municipal Code, last amended by Ordinance 125603, is amended as follows:

**25.08.940 Contested case hearing**

\* \* \*

E. Evidence at hearing. The certified statement or declaration authorized by chapter 5.50 RCW ((9A.72.085)) submitted by a representative of the Administrator shall be prima facie evidence that a violation occurred and that the person cited is responsible. Any certifications or declarations authorized under chapter 5.50 RCW ((9A.72.085)) shall be admissible without further evidentiary foundation. The person cited may rebut the evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

\* \* \*

Section 47. Section 112 of the Seattle Fire Code, last amended by Ordinance 127139, is amended as follows:

**SECTION 112  
VIOLATIONS**

\* \* \*

**[S] 112.4.1 Documentation.** If after investigation the *fire code official* determines that the standards or requirements of provisions referenced in Section 112.4 have been violated, the *fire code official* may issue a citation to the owner and/or other *person(s)* responsible for the violation. The citation shall include the following information: (1) the name and address of the *person* to whom the citation is issued; (2) a reasonable description of the location of the property on which the violation occurred; (3) a separate statement of each standard or requirement violated; (4) the date of the violation; (5) a statement that the *person* cited must respond to the citation within 15 days after service; (6) a space for entry of the applicable penalty; (7) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (8) the name, address, and phone number of the Office of the Hearing Examiner where the citation is to be filed; (9) a statement that the citation represents a determination that a violation has been committed by the *person(s)* named in the citation and that the determination shall be final unless contested as provided in this Section 112.4; and (10) a certified statement of the *fire code official's* representative issuing the citation, authorized by chapter 5.50 RCW ((9A.72.085)), setting forth facts supporting issuance of the citation.

\* \* \*

**[S] 112.4.6.5 Evidence at hearing.** The certified statement or declaration authorized by chapter 5.50 RCW ((9A.72.085)) shall be prima facie evidence that a violation occurred and that the *person* cited is responsible. The certified statement or declaration authorized under chapter 5.50 RCW ((9A.72.085)) and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or

declarations authorized under chapter 5.50 RCW (~~(9A.72.085)~~) shall also be admissible without further evidentiary foundation. The *person* cited may rebut the Seattle Fire Department's evidence and establish that the cited violation(s) did not occur or that the *person* contesting the citation is not responsible for the violation.

\* \* \*

Section 48. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

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Scheereen Dedman, City Clerk

(Seal)



## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Law	Brandon Isleib	

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to unsworn declarations; updating references to state law on unsworn declarations by amending all references to RCW 9A.72.085 to chapter 5.50 RCW; and amending Sections 6.430.040, 6.500.170, 6.600.120, 7.24.130, 8.37.220, 8.38.220, 10.52.035, 14.16.050, 14.16.070, 14.16.105, 14.17.045, 14.17.080, 14.19.050, 14.19.070, 14.19.105, 14.20.030, 14.20.050, 14.20.085, 14.21.050, 14.22.065, 14.22.085, 14.22.120, 14.23.085, 14.23.120, 14.26.150, 14.26.220, 14.27.150, 14.27.220, 14.28.150, 14.28.220, 14.29.150, 14.29.220, 14.30.120, 14.30.190, 14.33.110, 14.33.150, 14.33.220, 14.34.150, 14.34.220, 15.91.004, 15.91.012, 18.12.278, 22.212.110, 23.91.012, 25.08.900, and 25.08.940 of the Seattle Municipal Code and Section 112 of the Seattle Fire Code.

**Summary and Background of the Legislation:** The standards for subscribing to unsworn declarations were contained in RCW 9A.72.085 for nearly 40 years. As a result, several evidentiary proceedings in the Seattle Municipal Code referred to it. In 2019, the Washington State Legislature repealed RCW 9A.72.085, combining its material into chapter 5.50 RCW (formerly the Uniform Unsworn Foreign Declarations Act) and converting the chapter into the Uniform Unsworn Declarations Act.

This repeal caused every municipal code in the state that referred to RCW 9A.72.085 to point to the wrong area of the law. This bill removes references to the repealed provision and points to chapter 5.50 RCW generally, which is the exact amendment in the original state statute.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

<b>Project Name:</b>	<b>Master Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Total Project Cost Through 2030:</b>

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

<b>Expenditure Change (\$);</b>	<b>2025</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>	<b>2029 est.</b>
<b>General Fund</b>					

Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.

Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.

Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 est.

### 3.a. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number	2025 Appropriation Change	2026 Estimated Appropriation Change
TOTAL				

Appropriations Notes:

### 3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
TOTAL				

Revenue/Reimbursement Notes:

### 3.c. Positions

☐ This legislation adds, changes, or deletes positions.

**Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:**

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)
<b>TOTAL</b>							

\* List each position separately.

**Position Notes:**

### 3.d. Other Impacts

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

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

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

Continuing to describe parts of the City's evidentiary proceedings with a repealed law will leave the state of the law confusing to its users.

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

This legislation impacts several types of matters brought before the Hearing Examiner, from the departments who use the provisions in the bill:

SDCI (Chapter 6.430 and Titles 7, 10, 22, 23, and 25);  
FAS (Chapter 6.500 and 6.600);  
OLS (Titles 8 and 14);  
SDOT (Title 15);  
SPR (Title 18);

OPCD (Title 23); and  
SFD (Seattle Fire Code).

#### 4. OTHER IMPLICATIONS

- a. **Is a public hearing required for this legislation?** No.
- b. **Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?** No.
- c. **Does this legislation affect a piece of property?** No.
- d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
  - i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.** Accuracy of laws describing procedures is especially useful to groups who have been denied resources in the past, but the overall impact of this one change is small.
  - ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.** None were developed.
  - iii. **What is the Language Access Plan for any communications to the public?** None have been developed.
- e. **Climate Change Implications**
  - i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.** Not likely in either direction.
  - ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.** No.
- f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**
- g. **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?** No.

## 5. ATTACHMENTS

**Summary Attachments:** None.



## Legislation Text

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**File #:** CB 121068, **Version:** 2

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget to support the City's efforts to expeditiously deliver the Sound Transit 3 program permit review and other oversight; creating exempt and nonexempt positions; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, the 2025 Adopted and 2026 Endorsed Budgets included a reserve budget in Finance General for the purpose of supporting Sound Transit 3 (ST3) program related staffing needs; and

WHEREAS, release of the 2025 reserve is predicated on approval of a ST3 Staffing and Resource Plan; and

WHEREAS, Ordinance 127228, passed by the Council in June 2025, makes changes to development regulation and processes applicable to light rail transit facilities to streamline the permit review process or resolve code conflicts; and

WHEREAS, permitting for the West Seattle Link Extension is expected to expand substantially in Q4 2025, construction is expected to begin in 2027, and service is anticipated to begin in 2032. The Ballard Link Extension is still in the planning stages and opening of the extension is scheduled for 2039; and

WHEREAS, timing of the staffing increase has been aligned with expected receipt of Sound Transit 3 permit submissions in late 2025, the anticipated need to support City ST3 staffing and consultant support from the reserve amount for 2025 is \$2,431,947; and

WHEREAS, the City and Sound Transit have financial agreements to bill and collect fees on bodies of work that are necessary to advance project design and permitting but that are not billable through permit fees; and

WHEREAS, it is anticipated that a large portion of staff time required to implement the light rail code amendments to facilities' streamlined permitting will be resourced through City of Seattle and Sound Transit Task Orders; and

WHEREAS, the Office of the Waterfront, Civic Projects, and Sound Transit (OWCPST) prepared an ST3 Staffing and Resource Plan that includes an analysis of resource needs (staffing and consultant) to support the ST3 program effort; and

WHEREAS, the ST3 Staffing and Resource Plan identifies 50.0 additional staff in various City departments who will collaborate with Sound Transit on project design and engineering, environmental review and project permitting, and construction management and project impact mitigation, as well as lead on station area planning and access projects; and

WHEREAS, the ST3 Staffing and Resource Plan also identifies funding for consultant services to supplement staff work; and

WHEREAS, Mayor Harrell's Executive Order 2025-02 prioritized expanding the Office of the Waterfront and Civic Projects to provide oversight of the City's Sound Transit Program in order to streamline permitting and processes, add key resources and staffing, and develop a strategy for delivering an excellent transit experience; NOW, THEREFORE,

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

Section 1. To pay for necessary costs and expenses to be incurred in 2025, but for which insufficient appropriations were made due to causes that could not have been reasonably foreseen at the time of the making of the 2025 budget, the appropriations for the following items in the 2025 Budget are modified from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level	Amount (\$)
1.1	Finance General	Transportation Benefit District Fund (19900)	General Purpose (19900-BO-FG-2QD00)	(2,296,000)

1.2	Seattle Department of Transportation	Transportation Benefit District Fund (19900)	Waterfront and Civic Projects (19900-BO-TR-16000)	2,296,000
1.3	Seattle Department of Transportation	Transportation Fund (13000)	Waterfront and Civic Projects (19900-BO-TR-16000)	2,431,947
<b>Total</b>				<b>2,431,947</b>

Section 2. The following new positions are created in the Department of Transportation, Seattle City Light, Seattle Public Utilities, and the Department of Neighborhoods:

Item	Department	Position Title	Position Status	Number
2.1*	Seattle City Light	Civil Engineer, Sr	Full-time	1.0
2.2*	Seattle City Light	Electrical Engineer, Associate	Full-time	4.0
2.3*	Seattle City Light	Electrical Engineer, Assistant	Full-time	1.0
2.4*	Seattle City Light	Electrical Power Systems Engineer	Full-time	1.0
2.5*	Seattle City Light	Electrical Power Systems Engineer, Principal	Full-time	1.0
2.6*	Seattle City Light	Cable Splicer	Full-time	5.0
2.7*	Seattle Public Utilities	Civil Engineering Spec, Sr	Full-time	2.0
2.8*	Seattle Public Utilities	Civil Engineer, Senior	Full-time	2.0
2.9*	Seattle Public Utilities	Construction Maintenance Equipment Operator	Full-time	1.0
2.10*	Seattle Public Utilities	Senior Water Pipe Worker	Full-time	1.0
2.11*	Seattle Public Utilities	Water Crew Chief	Full-time	1.0
2.12*	Seattle Public Utilities	Water Pipe Worker	Full-time	2.0
2.13	Seattle Department of Transportation	Project Funds and Agreements Coordinator, Sr	Full-time	1.0
2.14	Seattle Department of Transportation	Transportation Planner, Sr	Full-time	1.0
2.15	Seattle Department of Transportation	Administrative Staff Analyst	Full-time	1.0
2.16	Seattle Department of Transportation	Environmental Analyst, Sr	Part-time	0.5



2.17*	Seattle Department of Transportation	Civil Engineer, Sr	Full-time	3.0
2.18*	Seattle Department of Transportation	Civil Engineer, Sr	Part-time	0.5
2.19*	Seattle Department of Transportation	Civil Engineer, Supervisor	Full-time	1.0
2.20*	Seattle Department of Transportation	Civil Engineering Specialist, Associate	Full-time	2.0
2.21*	Seattle Department of Transportation	Civil Engineering Specialist, Sr	Full-time	1.0
2.22*	Seattle Department of Transportation	Landscape Architect	Full-time	2.0
2.23*	Department of Neighborhoods	Community Development Spec, Sr	Full-time	1.0
<b>Total</b>				<b>36.0</b>

The Director of Transportation, General Manager/CEO of Seattle City Light, General Manager/CEO of Seattle Public Utilities, and the Director of the Department of Neighborhoods are authorized to fill these positions subject to Seattle Municipal Code Title 4, the City's Personnel Rules, and applicable employment laws.

The above-named department directors are authorized to fill the positions denoted above with an asterisk (\*) only upon completion of a funding agreement and/or permit schedule commitment from Sound Transit being obtained by the City.

Section 3. The following new positions, which are exempt from Civil Service and Public Safety Civil Service rules and laws, are created in the Department of Transportation, Seattle City Light, Seattle Public Utilities, the Seattle Department of Construction and Inspections, and Seattle Parks and Recreation:

Item	Department	Position Title	Position Status	Number
3.1	Seattle Department of Transportation	StratAdvsr1, General Govt	Full-time	4.0
3.2*	Seattle Department of Transportation	StratAdvsr3, General Govt	Full-time	2.0
3.3	Seattle Department of Transportation	StratAdvsr3, General Govt	Full-time	1.0
3.4*	Seattle Department of Transportation	Arborist	Full-time	2.0
3.5*	Seattle City Light	Manager 3	Full-time	1.0

3.6*	Seattle Public Utilities	StratAdvsr2, General Govt	Full-time	2.0
3.7*	Seattle Department of Construction and Inspections	StratAdvsr1, General Govt	Full-time	1.0
3.8*	Seattle Parks and Recreation	StratAdvsr1, General Govt	Full-time	1.0
<b>Total</b>				<b>14.0</b>

The Director of Transportation, General Manager/CEO of Seattle City Light, General Manager/CEO of Seattle Public Utilities, Director of the Seattle Department of Construction and Inspections, and Superintendent of Seattle Parks and Recreation are authorized to fill these positions subject Seattle Municipal Code Title 4, the City's Personnel Rules, and applicable employment laws.

The above-named department directors are authorized to fill the positions denoted above with an asterisk (\*) only upon completion of a funding agreement and/or permit schedule commitment from Sound Transit being obtained by the City.

Section 4. The positions established in Section 2 and Section 3 of this ordinance will sunset after completion of the West Seattle and Ballard Link Light Rail Extension projects.

Section 5. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 6. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by a 3/4 vote of all the members of the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of the Waterfront, Civic Projects, and Sound Transit	Sara Maxana	Saroja Reddy

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget to support the City’s efforts to expeditiously deliver the Sound Transit 3 program permit review and other oversight; creating exempt and nonexempt positions; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

**Summary and Background of the Legislation:** The 2025 Adopted and 2026 Endorsed Budgets included a reserve budget in Finance General for the purpose of supporting Sound Transit 3 program related staffing needs. Release of these funds was contingent on a staffing and resource plan. This legislation transfers the funds from Finance General to the Department of Transportation Sound Transit 3 project. This legislation also creates 50.0 FTE (36.0 non-exempt and 14.0 exempt positions) who will collaborate with Sound Transit on project design and engineering, environmental review and project permitting, and construction management and project impact mitigation, as well as lead on station area planning and access projects to support the new community light rail stations.

The Office of the Waterfront, Civic Projects, & Sound Transit (OWCP&ST) has developed a Sound Transit 3 (ST3) staffing and resource plan to accommodate the ramp up of design and permitting review efforts and other work to support the West Seattle and Ballard Link Extension projects as part of Sound Transit’s ST3 Program in Seattle. Per the Mayor's Executive Order 2025-02, the City needs to be poised to provide excellent partnership and highly effective multi-departmental technical leadership and decision-making to support these efforts. To better support a streamlined and efficient permitting process, the executive expanded our office and directed us to transmit legislation to expand staffing to minimize regulatory barriers and shorten project timelines in the permitting process to the best of the City’s ability.

ST3 is one of the largest infrastructure programs in Seattle’s history. City staffing is critical to on-time project delivery, while also ensuring compliance with relevant statutes and codes and upholding our 2018 Partnering Agreement with Sound Transit. The City’s budget currently set aside reserves in Finance General to expand ST3 staffing, pending the development of a detailed ST3 Staff and Resource Plan that is contemplated in this legislation. This plan has identified 50 additional staff needed in various City departments who will collaborate through direction from our office with Sound Transit on project design and engineering, environmental review and

project permitting, and construction management and project impact mitigation, as well as lead on station area planning and access projects to support the new community light rail stations.

This position list was developed with the input of departments across the City to meet the goal of efficient plan review and permitting of the Sound Transit 3 program, over 100 position requests were considered with the top priorities being included here. Approximately 55% of this spending will be linked to Sound Transit permit and partnership funding, which is currently under negotiation. Approving these uses of reserves, and revenue budgets will allow the City to complete those negotiations and add staff and consultant resources at the same time that the first West Seattle Link permits are expected to be received, during Q4 2025.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

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

Expenditure Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$0	\$0	\$0	\$0	\$0
Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$2,431,947	\$10,019,625	\$10,320,214	\$10,629,820	\$10,948,715

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$0	\$0	\$0	\$0	\$0
Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$2,431,947	\$10,019,625	\$10,320,214	\$10,629,820	\$10,948,715

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.
	50.0	0.0	0.0	0.0	0.0
Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 est.
	50.0	0.0	0.0	0.0	0.0

### 3.a. Appropriations

☒ This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number	2025 Appropriation Change	2026 Estimated Appropriation Change
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Transportation Benefit District - 19900	FG	General Purpose (19900-BO-FG-2QD00)	(\$2,296,000)	(\$5,204,752)
Transportation Benefit District - 19900	SDOT	Waterfront and Civic Projects (19900-BO-TR-16000)	\$2,296,000	\$5,204,752
Transportation Fund - 1300	SDOT	Waterfront and Civic Projects (19900-BO-TR-16000)	\$2,431,947	\$10,019,625
<b>TOTAL</b>			<b>\$2,431,947</b>	<b>\$10,019,625</b>

### 3.b. Revenues/Reimbursements

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

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

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
Transportation Fund – 13000	SDOT	Street Use Permits	\$284,217	\$1,170,974
Transportation Fund – 13000	SDOT	Sound Transit Partnership	\$1,999,937	\$8,239,740
Transportation Fund – 13000	SDOT	Water Utility Reimbursements	\$147,794	\$608,911
<b>TOTAL</b>			<b>\$2,431,947</b>	<b>\$10,019,625</b>

### 3.c. Positions

☒ This legislation adds, changes, or deletes positions.

#### Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	Exempt	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)
99384	Project Funds and Agreements Coordinator, Sr (OWCPST) – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	Exempt	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)
09385	StratAdvsr 1, General Govt (OWCPST) – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	Yes	FT	4.0	4.0	No
09387	StratAdvsr3, General Govt (OWCPST) – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	Yes	FT	3.0	3.0	No
99959	Transportation Planner, Sr (OWCPST) – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
24021	Administrative Staff Analyst (OWCPST)– SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
53420	Civil Engineer, Sr – SCL	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
55240	Electrical Engineer, Associate – SCL	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	4.0	4.0	No
96938	Electrical Engineer, Assistant – SCL	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
55130	Electrical Power Systems Engineer – SCL	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	Exempt	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)
55134	Electrical Power Systems Engineer, Principal – SCL	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
09312	Manager 3 – SCL	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	Yes	FT	1.0	1.0	No
97337	Cable Splicer CC, Net Area – SCL	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	5.0	5.0	No
53320	Civil Engineering Spec, Sr – SPU	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	2.0	2.0	No
53420	Civil Engineer, Sr – SPU	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	2.0	2.0	No
09386	StratAdvsr2, General Govt-SPU	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	Yes	FT	2.0	2.0	No
65300	Construction Maintenance Equipment Operator - SPU	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
82001	Senior Water Pipe Worker - SPU	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No



<b>Position # for Existing Positions</b>	<b>Position Title &amp; Department*</b>	<b>Fund Name &amp; Number</b>	<b>Program &amp; BCL</b>	<b>Exempt</b>	<b>PT/FT</b>	<b>2025 Positions</b>	<b>2025 FTE</b>	<b>Does it sunset? (If yes, explain below in Position Notes)</b>
60430	Water Crew Chief – SPU	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
96499	Water Pipe Worker – SPU	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	2.0	2.0	No
98756	StratAdvsr1, General Govt – SPR	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	Yes	FT	1.0	1.0	No
09385	StratAdvsr1, General Govt – SDCI	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	Yes	FT	1.0	1.0	No
98017	Environmental Analyst, Sr – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	PT	0.5	0.5	No
53420	Civil Engineer, Sr - SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	3.0	3.0	No
53420	Civil Engineer, Sr - SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	PT	0.5	0.5	No
70048	Civil Engineer, Supervisor – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	Exempt	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)
53310	Civil Engineering Specialist, Associate – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	2.0	2.0	No
53320	Civil Engineering Specialist, Sr – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
97446	Arborist – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	Yes	FT	2.0	2.0	No
50210	Landscape Architect – SDOT	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	2.0	2.0	No
22014	Community Development Spec, Sr – DON	Transportation Fund - 13000	Waterfront and Civic Projects – BO-TR-16000	No	FT	1.0	1.0	No
<b>TOTAL</b>						<b>50.0</b>	<b>50.0</b>	

\* List each position separately.

### Position Notes:

Sunset positions are related to scopes of work that are anticipated to be limited duration.  
Ongoing positions are anticipated to be involved in Sound Transit 3 work for more than 6 years.

Filling the positions listed in section 3.c. that require reimbursement or permit revenues from Sound Transit will be contingent upon the completion of funding agreements and/or permit schedule commitments from Sound Transit being obtained by the City. These positions are noted in Summary Attachment A (ST3 Staffing and Resource Plan).

Summary Attachment A includes projections for future staffing needs for awareness.

### 3.d. Other Impacts

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

No

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

No, these are new work efforts that will serve the Sound Transit 3 link extension projects with significant partnership funding and permit revenues assumed from Sound Transit.

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

Not implementing this legislation could severely impact the City's ability to review plans and permits for the Sound Transit 3 West Seattle Link Extension and Ballard Link Extension. Delays could cost Sound Transit significantly and potentially prevent elements of those programs from being built which could represent billions of dollars of lost opportunity costs to the City over the design life of the new light rail lines.

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

This legislation will add positions and resources for several City departments involved in the plan review, permit review, and delivery of the Sound Transit 3 program. In addition to the Office of the Waterfront, Civic Projects and Sound Transit this includes the Department of Neighborhoods, Seattle City Light, Seattle Public Utilities, Seattle Department of Construction Inspections, Seattle Department of Transportation, and Department of Finance and Administrative Services. This will help them meet the needs of the Sound Transit 3 program as a One Seattle team.

### 4. OTHER IMPLICATIONS

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

No.

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

No.

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

No.

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

This legislation will add positions and resources for several City departments involved in the plan review, permit review, and delivery of the Sound Transit 3 program. As required under the Race and Social Justice Order, the recruiting hiring of these new positions will be equitable and be inclusive of people of color and other marginalized or under-represented groups. Further, these positions will allow the City to partner with Sound Transit and better support a streamlined and efficient permitting and review process. The West Seattle Link Extension will provide increased transit access to racially diverse neighborhoods in the Delridge segment (38% People of Color)), Duwamish segment (46% People of Color)), and SODO segment (49% People of Color)). (Source: WSLE FEIS App G (Environmental Justice) Table 3-1 Study Area Demographics (p 3-1).) The Ballard Link Extension will provide increased transit access to racially diverse neighborhoods in the Chinatown-International District segment (63% People of Color)) and Downtown segment (39% People of Color)), and to low-income populations in the Chinatown-International District Segment (54% low income). (Source: WSBL DEIS App G (Environmental Justice) Table 3-4 Study Area Demographics (p 3-11).)

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

Research shows that people of color experience longer commutes than white people; access to the growing Sound Transit Link Light Rail network will allow for reduced commute times and better access to regionwide educational and job opportunities. City government employees and programs will also benefit from the increased access from Sound Transit's West Seattle Link Extension and Ballard Link Extension.

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

July 2022. Sound Transit and City of Seattle. West Seattle and Ballard Link Extensions Racial Equity Toolkit Report: Environmental Review Phase. [LINK](#)

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

Sound Transit has an Inclusive Public Participation Policy (Resolution 2011-15) that includes provisions for making information available to minority, low-income, and limited English proficient populations.

**e. Climate Change Implications**

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

This legislation will add positions and resources for several City departments involved in the plan review, permit review, and delivery of the Sound Transit 3 program. These positions will allow the City to partner with Sound Transit and better support a streamlined and efficient permitting and review process. Transit, particularly electrified high-capacity transit like light rail, has substantially lower climate impacts compared with single occupancy autos or trying to meet growing transportation demand with new roadway capacity. Light rail is also more conducive to lower climate impacting land uses including denser multi-unit residential, mixed-use development and the kind of “missing middle” housing increasingly harder to find in the Seattle area.

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

N/A

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

This is a major programmatic expansion of the City’s efforts to facilitate the Sound Transit 3 program. Measurable goals can be related to program timeline milestones and delivery of project elements.

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

No.

## 5. ATTACHMENTS

### Summary Attachments:

Summary Attachment A – ST3 Staffing and Resource Plan

# One Seattle ST3 City Team

ST3 Staffing and Resource Plan | July 2025

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## Summary

Sound Transit 3 (ST3) is the largest infrastructure program in Seattle’s history. Its high-capacity transit investments—including the mega-projects of West Seattle Link Extension (WSLE) and Ballard Link Extension (BLE), as well as infill stations to the existing light rail lines—will create 15 new light rail stations in Seattle, offering tremendous opportunity to transform regional mobility and expand access to housing, jobs, and other destinations for Seattle community members. However, there will also be significant impacts and potential harm as Sound Transit constructs these new systems through existing Seattle neighborhoods. Maximizing benefits from, and access to, these new systems, while minimizing impacts and harm from construction and operations, depends on the City of Seattle’s ability to support the planning, permitting, and eventual delivery of these investments.

The City has many critical regulatory and partnering roles to support these projects that, if fully resourced and realized, will facilitate project delivery, maximize public benefit, and minimize harm to existing communities. In the next four years, as WSLE and BLE move from their planning phases into final design, permitting, and construction, the City will oversee an enormous volume of work to support on time and on budget project delivery—while also striving to advance City policy and priorities and minimize and mitigate impacts to Seattle communities, residences, and businesses.

At the same time, the Sound Transit Board is grappling with cost savings strategies under its *Enterprise Initiative* to address affordability issues for both the operation of the existing high-capacity transit system and expansion of the ST2 and ST3 programs. The City must be highly engaged and nimble during this process, offering quick analysis and strategic direction to inform City positions on strategies that could impact Seattle transit users. While the Enterprise Initiative may have eventual impacts on the scope and schedule of specific projects, this staff and resource plan assumes current schedules and reimbursement so that the City is prepared to play its roles in advancing the projects as quickly as possible, avoiding additional delay and cost to the region’s taxpayers.

To help carry out this work, the adopted 2025 City Budget identified \$5.2 Million in Payroll Expense Tax and Seattle Transit Measure revenues to support the expansion of a *One Seattle* ST3 City Team. Those funds were reserved in Finance General pending future legislation to authorize positions and budget authority to departments. This memo outlines the staff and resource plan for the ST3 work ahead and supports that necessary legislative action. It includes a description of 50.0 new positions in the proposed 2025 legislation across 6 City departments that are critical to delivering on the work ahead in 2025 and 2026. It also identifies a potential additional 33.5 positions that may be needed in 2026, 2027, 2028, and/or 2029 once the projects are in construction phases. See summary table below.

Department	Class Comp	FTE
<b>Department of Neighborhoods</b>		
	Community Development Spec., Sr.	1.0
<b>Department of Neighborhoods Total</b>		<b>1.0</b>
<b>Seattle City Light</b>		
	Cable Splicer CC - Net Area	5.0
	Civil Engineer, Senior	1.0
	Electrical Engineer, Assistant	1.0
	Electrical Engineer, Associate	4.0
	Electrical Power Systems Engineer	1.0
	Electrical Power Systems Engineer, Principal	1.0
	Manager 3	1.0
<b>Seattle City Light Total</b>		<b>14.0</b>
<b>Seattle Department of Construction &amp; Inspections</b>		
	StratAdvsr1, General Govt	1.0
<b>Seattle Department of Construction &amp; Inspection Total</b>		<b>1.0</b>
<b>Seattle Department of Transportation</b>		
	Administrative Staff Analyst	1.0
	Civil Engineer, Supervisor	1.0
	Civil Engineer, Sr	3.5
	Civil Engineering Specialist, Assoc	2.0
	Civil Engineering Specialist, Sr	1.0
	Landscape Architect	2.0
	Project Funds and Agreements Coordinator, Sr	1.0
	StratAdvsr1, General Govt	4.0
	Transportation Planner, Sr	1.0
	StratAdvsr3, General Govt	3.0
	Arborist	2.0
	Environmental Analyst, Sr	0.5
<b>Seattle Department of Transportation Total</b>		<b>22.0</b>
<b>Seattle Public Utilities</b>		
	Civil Engineer, Senior	2.0

	Civil Engineering Specialist, Sr	2.0
	Senior Water Pipe Worker	1.0
	StratAdvsr2, General Govt	2.0
	Water Crew Chief	1.0
	Water Pipe Worker	2.0
	Construction Maintenance Equipment Operator	1.0
<b>Seattle Public Utilities Total</b>		<b>11.0</b>
<b>Seattle Parks &amp; Recreation</b>		
	StratAdvsr1, General Govt	1.0
<b>Seattle Parks &amp; Recreation Total</b>		<b>1.0</b>
<b>Grand Total</b>		<b>50.0</b>

We anticipate tremendous challenges ahead for the ST3 Program and the ST3 City Team requires the appropriate resources and flexibility to support project delivery to the best of our ability. Nimble and streamlined leadership, and a resourced staff team ready to deliver, are critical elements for the City through these difficult discussions and decisions. This legislation puts those pieces in place.

## City Roles to Support the ST3 Program

Sound Transit 3 (ST3) is one of the largest transit expansion programs in the country. It will double the central Puget Sound region's light rail system to 116 miles with over 80 stations—including a total of 32 stations (15 new under ST3 program) on three light rail transit lines in the City of Seattle. The investment is critical to meeting the needs of Seattle's and the region's continued residential and employment growth—expected to reach 5.8 million people and 3.4 million jobs by 2050. See Exhibits A, B, and C for maps of these future investments.

In its adopted 2025 Budget, Sound Transit identifies a combined value of West Seattle Link Extension, Ballard Link Extension, infill stations at Graham Street and 130<sup>th</sup> Street/Pinehurst Station at over \$15 Billion (2024\$). These combined cost estimates suggest that ST3 will be one of the largest infrastructure investment programs in Seattle's history—over three times the size/cost of the \$4.5 Billion (2022\$) invested in both the City's Central Waterfront Program and WSDOT's Alaskan Way Viaduct Replacement Program, and nearly ten times larger than the recently adopted \$1.55 Billion (2024\$) Seattle Transportation Levy. Sound Transit is currently undergoing an Enterprise Initiative that will provide updated cost estimates and explore strategies to further reduce costs to help achieve on-time delivery.

The City of Seattle has many critical roles to support ST3 projects. While the City is not directly responsible for capital delivery of Sound Transit's projects, we play essential roles in defining the scope of work to ensure the projects meet the needs of Seattle. In addition, the City will directly deliver plans and projects to complement ST3 investments, including station area planning, transit access and integration projects, affordable housing investments, and transit-oriented development.

The City of Seattle's roles to support the planning, permitting, and delivery of ST3 projects include:



- **Governing** roles through Sound Transit Board (Mayor Bruce Harrell and CM Dan Strauss)
- **Regulatory** roles defined by statute and code, including project review and permitting.
- **Funding** roles defined by Board actions and funding agreements to contribute 3rd party funding to specific elements of the light rail system itself.
- **Advocacy** roles to advance City and community priorities, including the Racial Equity Toolkit to ensure the new system avoids disparate impacts and creates benefit to all.
- **Partnering** roles via our 2018 Partnering Agreement with a focus on clear leadership across departments, intensive staff coordination, and streamlined permitting.
- **Delivery** roles to develop and deliver numerous plans and projects to support ST3 investments, including station area planning and access projects.

These City roles are compelled and underpinned by several agreements and frameworks at the local, regional, and state levels. The following list highlights key elements of several of these documents:

- **Partnering Agreement (January 2018).** The 2018 [Partnering Agreement](#) between Sound Transit and the City of Seattle for West Seattle and Ballard Link Extensions Project (“Partnering Agreement”), adopted in December 2017 by Sound Transit Board [Motion 2017-161](#) and Seattle City Council [Resolution 31788](#), and signed by Mayor Durkan in January 2018, outlines a shared vision and a new approach to project development that streamlines the environmental review, design, permitting, and construction processes to ensure on time project delivery. The agreement commits the City to clear leadership across departments, early and intensive staff coordination, and streamlined permitting processes.
- **City of Seattle 2025 Adopted Budget (November 2024).** In recognition of the City’s numerous commitments to support the planning, permitting, and delivery of Sound Transit investments in Seattle, and the tremendous volume of work ahead as the mega-projects of West Seattle Link Extension and Ballard Link Extension move from planning phase to design and permitting, the adopted City of Seattle 2025 Budget ([Ordinance 127156](#)) included fiscal reserves in Finance General to support substantial staff expansion in 2025 and 2026. These reserves granted budget authority for \$5.2 Million in 2025 and \$6.8 Million in 2026, comprising anticipated revenues from the Payroll Expense Tax and the Seattle Transit Measure. Access to the reserves would require a subsequent budget amendment—the present legislation—to identify a staff and resource plan and request specific position authority.
- **Mayor Harrell Executive Order 2025-02 (February 2025).** Mayor Harrell’s [Executive Order 2025-02: Supporting and Expediting Sound Transit 3 Investments in the City of Seattle](#) reaffirmed the City’s intention to help deliver ST3 projects to provide a great, expanded, and safe transit experience for the public as quickly and effectively as possible. It streamlined City leadership on ST3 by expanding the Office of the Waterfront and Civic Projects to lead the Sound Transit Program and the interdepartmental ST3 City Team. The Executive Order expressed intention to transmit the necessary legislation to streamline the permit process and help deliver light rail as soon as possible. The Order also referenced the adopted 2025 City Budget that reserved \$5.2 million in 2025 and \$6.8 million in 2026 for expansion of the ST3 City Team and committed to develop a resource

plan and necessary legislation to detail how that new budget authority would support these bodies of work.

- **Growth Management Act (GMA) amendments (April 2025).** The Washington State Legislature amended the GMA, originally adopted in 1990, to include additional language on the siting and development of essential public facilities, including light rail transit investments. The original GMA language states that “no local comprehensive plan or development regulation may preclude the siting of essential public facilities.” The 2025 legislature amended this language ([ESSB 5801](#), Sections 603 and 604) to add that “a city or county with permitting authority [over the development of essential public facilities, including light rail transit investments] shall commit to reasonable timelines to ensure timely issuance of permits without unnecessary delay.”
- **Code Amendment Legislation (June 2025).** The City of Seattle adopted a comprehensive land use code amendment package that fulfilled permit-process improvement goals that were identified by the City and Sound Transit in 2019—including identifying code and process barriers for faster permitting, clarifying development standards for light rail, refining the advisory process for review of facility design, and reducing the need for multiple rounds of plan review. The amended code will support the timely construction of the West Seattle Link Extension (WSLE) and Ballard Link Extension (BLE) projects with an aspirational—but achievable—goal to reduce permit time in half.

While the above list illustrates the key frameworks that obligate the City to resource the work needed to support the planning, permitting, and delivery of Sound Transit investments in Seattle, the most compelling reason is the clear will of the Seattle electorate that overwhelmingly supported—by over 70% of the vote—the Sound Transit ballot initiative in 2016.

## ST3 City Team 2025-2029 Staff and Resource Plan

A *One Seattle* effort to deliver on ST3 requires strong, coordinated City leadership and a high-functioning, fully resourced team of managers and subject matter experts from across City departments. To that end, Executive Order 2025-02 elevated and streamlined City leadership on ST3 by expanding the Office of the Waterfront and Civic Projects to provide highly effective multi-departmental technical leadership to support these efforts, building on its demonstrated track record of successful partnership with other agencies and community stakeholders to deliver transformative major projects for the City of Seattle. The expanded Office of Waterfront, Civic Projects & Sound Transit (OWCPST) is positioned to bring similar success and a *One Seattle* approach to other highly visible and complex projects like ST3 and providing strategic leadership to the *Sound Transit Program* and the interdepartmental *ST3 City Team*.

- The *Sound Transit Program* is a small staff team that reports through the OWCP&ST. It carries out key functions including executive and program leadership, project management, and government and community relations. It also provides technical management and subject matter expertise across several disciplines, particularly where capacity or expertise does not exist elsewhere in the City.
- The *ST3 City Team* is a far more expansive interdepartmental staff team, managed by the Sound Transit Program, that includes leadership and subject matter expertise across nearly 20 other City departments. Several of these staff provide dedicated, matrixed, and full-time support on the ST3 portfolio, while dozens of other staff lend small amounts of time as needed.

The current interdepartmental ST3 City Team includes 20 dedicated full-time staff, most reporting through the Sound Transit Program, as well as limited part-time capacity from staff across 20 City Departments. This staff team has been small and mighty—but is no longer sufficient to meet the enormous work volume ahead. Building out the ST3 City Team is necessary to strengthen the City’s position to partner with Sound Transit to support the delivery of ST3 projects while maximizing benefit and minimizing impacts to Seattle community members. The goals of a fully resourced ST3 City Team include:

- **Supporting ST3 projects.** Support on time delivery of ST3 projects while ensuring compliance with relevant statutes and codes and upholding frameworks including the 2018 Partnering Agreement, and other local, regional, and state statutes.
- **Advancing City priorities.** Advance City and community priorities, including those identified in the Joint Racial Equity Toolkit and through community and stakeholder engagement, in the planning and permitting of ST3 projects.
- **Delivering station area planning and improvements.** Develop and deliver station area planning and access projects to support ST3 station area communities.
- **Supporting City leadership.** Provide relevant information to City and departmental leadership to inform policy discussions and City governing roles on the Sound Transit Board.

The following sections provide an overview of the currently anticipated ST3 project schedules, then briefly describe the current City team, outline the requests in the 2025 budget amendment legislation, and list anticipated future staff and resource needs.

## ST3 Project Schedules

The ST3 portfolio is large and complex, and its project schedules have been accordingly dynamic and changing. Because Sound Transit is the lead for project delivery, the City must be responsive to changing schedules and milestones. As Sound Transit works to deliver these mega-projects on time, there is a need to stack project processes for more efficient delivery. Processes that were traditionally sequential, such as environmental review → preliminary engineering → final design → permitting, will now happen concurrently, where feasible and appropriate.

The following list summarizes anticipated major concurrent bodies of work the ST3 City Team will undertake between 2025-2028 to support the planning, permitting, and delivery of ST3 projects. For details on City roles for each of these milestones, see Exhibit D. Note that the City Team does not have a detailed project schedule from Sound Transit for all these milestones; the listed dates reflect the City Team’s best current understanding of the work ahead. All dates are estimates and subject to change. For general complete project timelines through service delivery, visit the Sound Transit [website](#).

### 2024

- **2024-2025.** Sound Transit WSLE Final EIS, and Board action on project-to-be-built; FTA Record of Decision; City of Seattle legislation to adopt the WSLE project.
- **2024-2025.** Potential WSLE Third-party Funding Agreement.
- **2024-2026.** Potential Systemwide Property Acquisition Strategy.
- **2024-2026.** Environmental review for infill stations at South Graham Street and South Boeing Access Road.

- **2024-2026.** WSLE final design and engineering.
- **2024-2028.** WSLE project review and early permit processing.
- **2024-2030.** WSLE access project development and delivery.

## 2025

- **2025-2027.** Sound Transit BLE Draft EIS, Final EIS, and Board action on project-to-be-built; FTA Record of Decision; City of Seattle legislation to adopt the BLE project.
- **2025-2027.** BLE PE and design.
- **2025-2028.** WSLE project permit processing.

## 2026

- **2026-2027.** BLE potential third-party funding agreement.
- **2026-2028:** WSLE station area planning.
- **2026-2029:** City legislation to support WSLE property and right-of-way land acquisition.
- **2026-2031.** BLE project review and early permit processing.
- **2026-2032:** WSLE Construction.

## 2027

- **2027-2029.** BLE final design and engineering.
- **2027-2035.** BLE access project development and delivery.
- **2027-2035:** City legislation to support WSLE property and right-of-way land acquisition.

The City has committed to rigorous support to deliver these projects to Seattle communities on time, which necessarily means shaving years off our normal processes. For example, the SDOT Street Use Division expects the WSLE permit volume to be at least twice the amount in number as ST2 and the review to happen in half the amount of time. The Seattle Department of Construction and Inspections (SDCI) anticipated three times the number of permits for WSLE versus ST2 and has committed to issuing each permit in 120 days, half the normal amount of time. Concurrent delivery of these major permit volumes—while also working to support BLE preliminary engineering and final design—is not possible with existing staff resources.

## Leadership and Project Management

Clear and coordinated leadership across City departments is critical for the ST3 City Team to respond to policy direction and elevate emerging project issues, and foundational to the 2018 Partnering Agreement.

**Current structure.** The 2018 Partnering Agreement identifies a WSBLE<sup>1</sup> Designated Representative as a single point of contact for Sound Transit and a liaison for coordination across the Mayor’s Office, City Council, and all City Departments. Angela Brady, PE, Director of the Office of the Waterfront, Civic Projects, and Sound Transit (OWCPST) serves as the ST3 designated Representative, reporting to Deputy Mayor Jessyn Farrell. Director Brady supervises the Sound

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<sup>1</sup> At the time of the 2018 Partnering Agreement, the separate WSLE and BLE projects were planned concurrently as the West Seattle and Ballard Link Extension (WSBLE) projects. Although the Partnering Agreement defines the role of the “WSBLE” Designated Representative, in practice, the City has redefined the role to include all ST3, not just WSLE and BLE.

Transit Program, which includes a Program Director, Deputy Director, and Government and Community Relations Manager, and manages the interdepartmental ST3 City Team.

The Sound Transit Program includes an ST3 Project Management Team that includes single points of contact for each project and serves as an umbrella for coordination across the entire ST3 City Team, including liaising between the technical workgroups and departmental and City leadership, governmental and community relations, and administration and finance. In addition, several other departments, including SCL, SPU, and SDCI, have part-time or full-time staff who serve project management functions, coordinating ST3 related work within their departments and liaising with the OWCPST project management team. Several additional departments, including SPR and SFD, have project management staff currently dedicated less than half-time to the projects.

The Sound Transit Program also includes a Government and Community Relations team that works closely with the Project Management Team. The GCR team is led by a manager, with technical support from an Engagement Advisor, Equity Advisor, and consultant resources.

See Exhibit E for the complete table of current staff, as well as immediate and future staff needs.

**Immediate needs.** The 2025 budget amendment legislation requests the position and/or budget authority for the following eight (8.0 FTE) critical positions at OWCPST (SDOT budget authority), SCL, SDCI, and SPU to support program leadership and project management. These positions will allow the expansion needed of the OWCPST project management team, as well as provide needed capacity for project management at key partner departments and SDOT divisions. The following list summarizes the 2025 requests. Positions marked with an asterisk need either a funding agreement or permit schedule commitment in place before filling the positions.

- \*OWCPST: ST3 Program Manager/Senior Project Manager (1.0 FTE SA3)
- OWCPST: ST3 Project Manager/BLE Deputy PM (1.0 FTE SA1)
- OWCPST: ST3 Project Manager/WSLE Deputy PM and Infill PM (1.0 FTE SA1)
- \*OWCPST/SDOT: Street Use ST3 Program Manager (1.0 FTE CE, Supervising)
- \*SCL: SCL ST3 Program Manager (1.0 FTE Mgr3)
- \*SDCI: SDCI ST3 Associate Permitting Manager (1.0 FTE SA1)
- \*SPU: SPU ST3 Program Manager (2.0 FTE SA2)

## Finance and Administration

The administrative, finance, and operations support needs for a new and rapidly growing team are very high and will increase as the team and work program continue to grow. See Attachment E for the complete table of current staff, as well as immediate and future staff needs.

**Current structure.** The ST3 City Team relies primarily on SDOT Finance and Administration and SDOT People and Culture for support on administration, finance, and operations, including budget and human resources. The OWCPST Sound Transit Program currently shares a 1.0 FTE Administrative Business Partner with SDOT Interagency Program and shares a 1.0 FTE Finance and Budget Manager with the Waterfront Program.

**Immediate needs.** The 2025 budget amendment legislation requests the position and/or budget authority for the following **two** (2.0 FTE) critical positions to support program finance and administration. The following list summarizes the 2025 requests. A full-time dedicated finance



analyst would provide the necessary assistance in the development and execution of countless funding agreements, as well as internal City budget exercises. Finally, the Administrative Business Partner that the SDOT Sound Transit Program currently shares with the SDOT Interagency Program will likely be insufficient to meet the administrative needs of the rapidly growing team.

- **Office of Waterfront, Civic Projects, and Sound Transit (2.0 FTE)**
  - Sound Transit Program: ST3 Admin Business Partner (1.0 FTE Admin Staff Analyst)
  - Sound Transit Program: ST3 Grants Manager (1.0 FTE Project Funds & Agreements Coord, Sr)

## Technical Management

Most staff resources needed to support the ST3 project are subject matter experts to advance the highly technical work of environmental review, preliminary engineering, permit processing, final design, and construction management. The ST3 City Team includes technical workgroups with workgroup managers and subject matter expertise to review, process, and comment on Sound Transit materials (e.g., environmental review, engineering and design sets, planning documents, and permitting application materials) to ensure compliance with City codes and regulations and inform City policy and positions. These workgroups serve as multi-year interdepartmental teams that co-deliver bodies of work with parallel teams at Sound Transit.

As noted above, the ST3 project schedules assume concurrent delivery of work streams and a halving of permit delivery timelines. This cannot be accomplished with existing technical staff resources. See Exhibit E for the complete table of current staff, as well as immediate and future staff needs.

**Current structure.** The ST3 City Team currently includes six technical workgroups—Engineering, Environmental, Funding + Finance, Permitting, Planning, and Real Property and Right-of-Way—that work across City departments to advance project design and other deliverables. Each workgroup is managed by one or two workgroup managers—typically a high-level strategic advisor capable of independent work, policy development, interaction with elected officials, and collaboration and conflict resolution. In addition, several workgroups currently include dedicated staff.

**Immediate needs.** The 2025 budget amendment legislation requests the position and/or budget authority for the following 40.0 FTE critical positions to support the technical teams that will advance the planning, permitting, and delivery of ST3 projects. The following list summarizes the 2025 requests. The majority of these positions will support the permit process (either as permit managers or as critical secondary reviews) or the construction process. Note that Sound Transit will provide full or partial reimbursement of many of these positions, either through administrative or construction services agreements, or through permitting fees. Positions marked with an asterisk need either a funding agreement or permit schedule commitment in place before filling the positions.

- **Department of Neighborhoods (1.0 FTE)**
  - \*DON ST3 Historic Preservation Coordinator (1.0 FTE Community Development Spec., Sr)
- **Finance and Administrative Services (Budget Authority only, no pocket needed)**

- ST3 Capital Development Advisor (0.0 FTE SA2)
- **Office of Waterfront, Civic Projects, and Sound Transit/Matrixed (16.0 FTE)**
  - SDOT Capital Projects: ST3 Environmental Reviewer (0.5 FTE Environ Analyst, Sr)
  - SDOT Policy + Planning: WS/BLE Urban Designer (1.0 FTE TransPlan, Sr)
  - \*SDOT Street Use: ST3 Construction Inspector (2.0 FTE CES, Assoc)
  - \*SDOT Street Use: ST3 Construction Inspector Lead (1.0 FTE CES, Sr)
  - \*SDOT Street Use: ST3 SIP Project Manager (1.0 FTE CE, Sr)
  - \*SDOT Street Use: UMP Reviewer (1.0 FTE CE, Sr)
  - \*SDOT TOD: ST3 Project TCP Reviewer (1.0 FTE CE, Sr)
  - \*SDOT TOD: ST3 Transportation Operations Planner (0.5 FTE CE, Sr)
  - SDOT Transit + Mobility: ST3 Integration Planner / Permit Reviewer (1.0 FTE SA1)
  - \*SDOT Urban Forestry: WSLE Arborist (2.0 FTE Arborist)
  - \*SDOT Urban Forestry: WSLE Permit Phase Reviewer (2.0 FTE Landscape Architect)
  - SDOT Capital Projects: ST3 ROW Manager (1.0 FTE SA3)
  - Sound Transit Program: ST3 Planning Policy Advisor (1.0 FTE SA1)
  - \*Sound Transit Program: ST3 Construction Program Manager (1.0 FTE SA3)
- **Seattle City Light (13.0 FTE)**
  - \*1.0 FTE Cable Splicer
  - \*3.0 FTE Cable Splicer Crew Chief
  - \*1.0 FTE Electrical Power Systems Engineer
  - \*1.0 FTE Cable Splicer Crew Chief-Asg C Coord
  - \*1.0 FTE Civil Engineer, Senior
  - \*1.0 FTE Electrical Engineer, Associate
  - \*1.0 FTE Electrical Power Systems Engineer, Principal
  - \*1.0 Electrical Engineer, Assistant
  - \*3.0 Electrical Engineer, Associate
- **Seattle Parks and Recreation (1.0 FTE)**
  - \*ST3 SPR Permit Manager (1.0 FTE SA1)
- **Seattle Public Utilities (9.0 FTE)**
  - \*Civil Engineer, Senior (2.0 FTE CE, Sr)
  - \*ST3 Associate Project Manager (2.0 FTE, CES, Sr)
  - \*1.0 FTE Construction Maintenance Equipment Operator
  - \*1.0 FTE Senior Water Pipe Worker
  - \*1.0 FTE Water Crew Chief
  - \*2.0 FTE Water Pipe Worker

**Future needs.** In addition to the immediate resources requested in the 2025 budget amendment legislation, the OWCPST anticipates requesting the following 4.5 FTE positions for OPCD and OWCPST through the 2026 City budget process to support several known specific needs to support discrete bodies of work.

- **Office of Planning and Community Development (1.0 FTE)**

- ST3 SDC Project Associate (1.0 P&D, Spec 2)
- **Office of Waterfront, Civic Projects, and Sound Transit/Matrixed (3.5 FTE)**
  - SDOT Project Development: ST3 Project Developer (1.0 FTE Trans Planner, Sr)
  - \*SDOT Street Use: ST3 HUB Coordinator (1.0 FTE CES, Sr)
  - \*SDOT Street Use: ADA Reviewer/Engineer (1.0 FTE CE, Sr)
  - \*SDOT Street Use: ST3 Permit Tech (0.5 FTE Permit Tech)

In addition, the Seattle Department of Construction and Inspections intends to expand their staff capacity in 2026 to meet the permit volume ahead using the following 7.0 existing positions utilizing existing contingent budget authority:

- **Seattle Department of Construction and Inspections (7.0 FTE)**
  - \*Civil Engineer (2.0 FTE CE, Assoc)
  - \*Zoning + Land Use Reviewer (4.0 FTE Land Use Planner III)
  - \*Structural Reviewer (1.0 FTE Structural Plans Engineer)

Beyond the 2026 budget process, there are additional needs anticipated in future years, especially as Ballard Link Extension enters final design, permitting, and construction. These include the following 28.5 positions:

- **Finance and Administrative Services (2.0 FTE)**
  - \*2.0 FTE Equipment Servicer
- **Office of Waterfront, Civic Projects, and Sound Transit/Matrixed (21.5 FTE)**
  - \*SDOT Capital Projects: ST3 Project Permit Reviewer/Engineer (2.0 CES, Sr)
  - SDOT Policy + Planning: WS/BLE Urban Designer (1.0 Trans Plnner, Sr)
  - \*SDOT Roadway Structures: ST3 Project Permit Reviewer/Eng (2.0 CES, Sr)
  - \*SDOT Street Use: ST3 Construction Inspector (2.0 FTE CES, Assoc)
  - \*SDOT Street Use: ST3 Permit Services Reviewer (0.5 FTE CES, Assoc)
  - \*SDOT Street Use: ST3 HUB Coordinator (2.0 FTE CES, Sr)
  - \*SDOT Street Use: ST3 HUB Coordinator Lead (1.0 FTE CES, Supr)
  - \*SDOT Street Use: ST3 SIP Project Manager (3.0 FTE CE, Sr)
  - \*SDOT Transportation Ops: ST3 Transportation Operations Planner (1.0 FTE CE, Sr)
  - SDOT Transit + Mobility: ST3 Integration Planner / Permit Rev (1.0 Trans Plnner, Sr)
  - \*SDOT Urban Forestry: BLE Arborist (2.0 FTE Arborist)
  - \*SDOT Urban Forestry: BLE Permit Phase Reviewer (2.0 FTE Landscape Architect)
  - \*Sound Transit Program: ST3 Construction Associate Manager (1.0 CE, Sr)
  - \*Sound Transit Program: ST3 Construction Manager (1.0 FTE CE, Supr)
- **Seattle Department of Construction and Inspections (1.0 FTE)**
  - \*ST3 Permitting Associate Manager (1.0 FTE SA1)
- **Office of Planning and Community Development (2.0 FTE)**
  - ST3 Station Area Planner (1.0 FTE P&D Spec, 1 and 1.0 FTE P&D Spec, 2)
- **Seattle City Light (2.0 FTE)**
  - \*1.0 Capital Projects Coordinator



- \*1.0 Electrical Services Engineer

Finally, there are many additional bodies of work that the City may choose to undertake pending future policy direction, such as a property acquisition program or specific mitigation programs that may require additional staffing or consultant resources. The above list is an estimation of anticipated needs based on current information.

## Exhibits

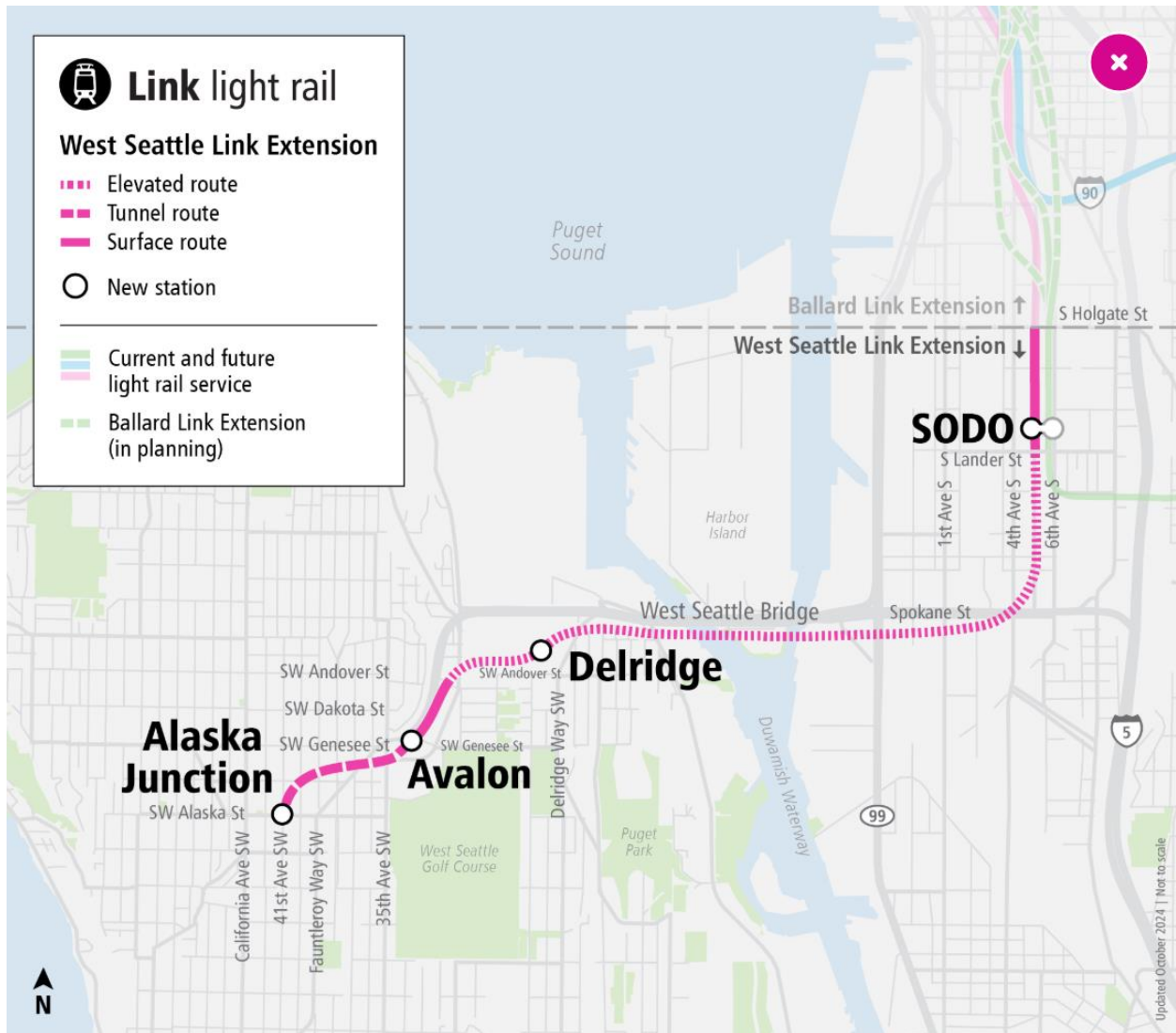
- Exhibit A: Sound Transit Future Service Map, May 2025
- Exhibit B: West Seattle Link Extension Project-to-be-Built Map, 2024
- Exhibit C: Ballard Link Extension Draft EIS Alternative Map, 2023
- Exhibit D: Draft WSLE and BLE Project Schedules, Subject to Change
- Exhibit E: ST3 Staff Plan Summary Table

## Exhibit A: Sound Transit Future Service Map, May 2025



May 2025

## Exhibit B: West Seattle Link Extension Project-to-be-Built Map, 2024

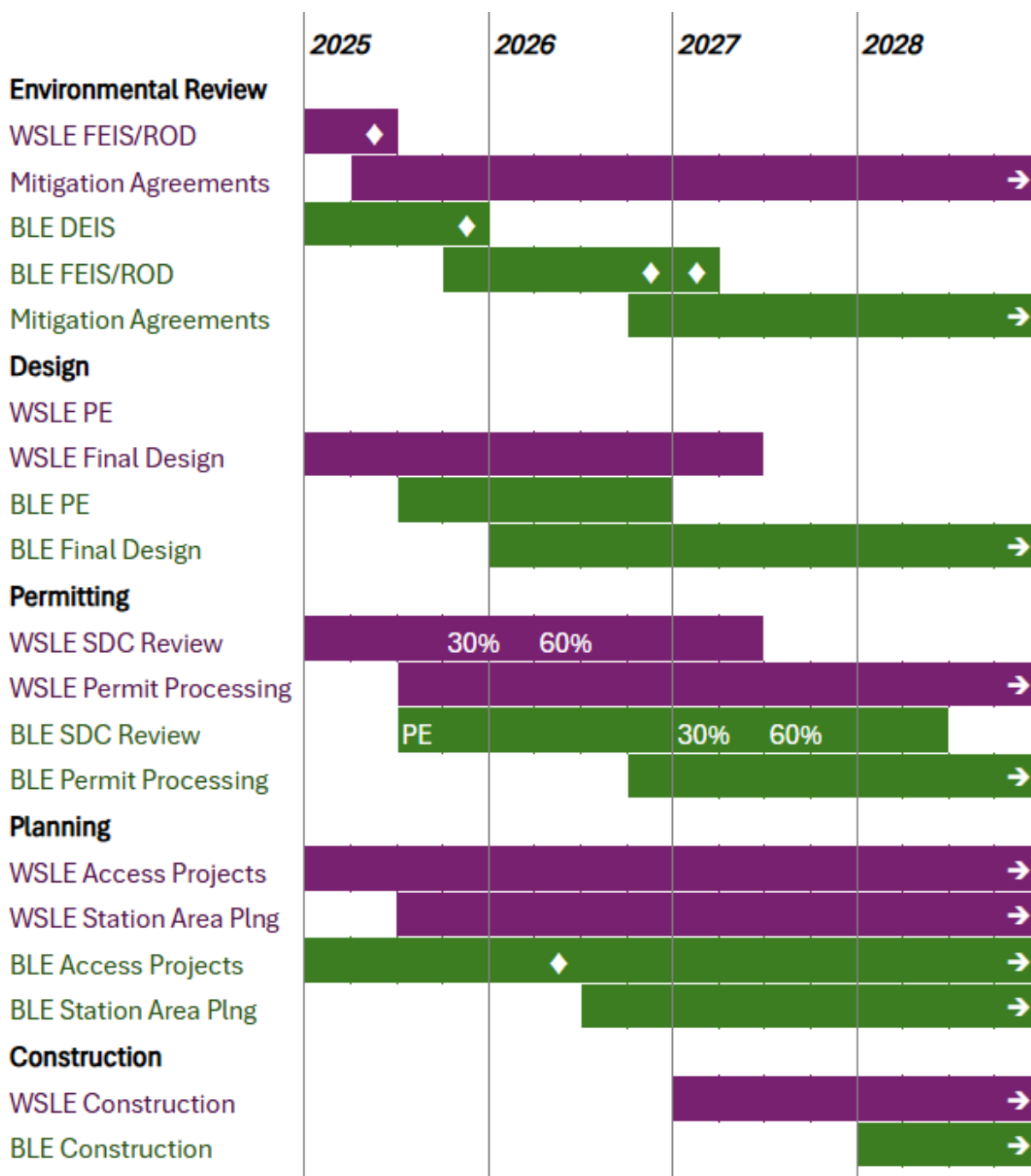


## Exhibit C: Ballard Link Extension Draft EIS Alternative Map, 2023



## Exhibit D: Draft WSLE and BLE Project Schedules, Subject to Change

The following figure presents an unofficial timeline of major deliverables and milestones for WSLE and BLE. These timelines are meant for planning purposes and all dates may be subject to change. Following the timelines is a more detailed list of anticipated major bodies of work the ST3 City Team will undertake between 2025-2028 to support the planning, permitting, and delivery of ST3 projects in Seattle. Note that these timelines focus on the mega-projects of West Seattle and Ballard Link Extension and does not include infill stations at Pinehurst, South Graham Street, and Boeing Access Road.



## 2024

- **2024-2025. Sound Transit WSLE Final EIS, and Board action on project-to-be-built; FTA Record of Decision; City of Seattle legislation to adopt the WSLE project.** Sound Transit will evaluate alternative station locations, assess impacts, and identify mitigation measures for BLE and its nine new stations from Chinatown-International District to Ballard. The City Team will review and comment on Sound Transit materials, inform a City position on a preferred alternative, and document agreement for project mitigation and access projects. For reference, the City Team generated 3500+ comments across 20 City departments on impacts and mitigation for the initial 2021 Administrative Draft EIS and 2022 Draft EIS. After the FTA Record of Decision, the City will need to adopt legislation to formally adopt the project to allow project permits to proceed.
- **2024-2026. Potential WSLE Third-party Funding Agreement.** The City may agree to a term sheet for 3<sup>rd</sup> party funding for select elements of the project, followed by an MOA within six months that details funding sources and timing.
- **2024-2026. Potential Systemwide Property Acquisition Strategy.** As a possible component of 3<sup>rd</sup>-party funding, the City Team will document the advantages and drawbacks of property acquisition (for short-term project use, but long-term City management and disposition) and recommend property management strategies. If the City pursues this strategy, there would be several additional years of property acquisition, management, and disposition.
- **2024-2026. Environmental review for infill stations at South Graham Street and South Boeing Access Road.** Sound Transit will evaluate alternative station locations, assess impacts, and identify mitigation measures for 1-Line infill stations. The City Team will review and comment on Sound Transit materials, inform a City position on a preferred alternative, and document agreement for project mitigation and access projects.
- **2024-2026. WSLE final design and engineering.** The City Team will review and comment on final design. For reference, the City generated 1000+ substantive comments on the WSLE Preliminary Engineering (PE) plan set related to compliance with City codes and regulations, safety, and other issues. We expect resolution of those comments to take place iteratively during final design.
- **2024-2028. WSLE project review and early permit processing.** The City Team will coordinate with Sound Transit and the Seattle Design Commission on the project review process for the WSLE project at 15%, 30%, and 60% design. City staff will review all Sound Transit submittals and synthesize them into memos that discuss project compliance with City codes, regulations, and guidelines, and identify topics for SDC discussion.
- **2024-2030. WSLE access project development and delivery.** The City Team will plan and deliver transit access and integration projects and other public realm improvements.

## 2025

- **2025-2027. Sound Transit BLE Draft EIS, Final EIS, and Board action on project-to-be-built; FTA Record of Decision; City of Seattle legislation to adopt the BLE project.** Sound Transit will evaluate alternative station locations, assess impacts, and identify mitigation measures for BLE and its nine new stations from Chinatown-International District to Ballard. The City Team will review and comment on Sound Transit materials, inform a City position on a preferred alternative, and document agreement for project



mitigation and access projects. For reference, the City Team generated 3500+ comments across 20 City departments on impacts and mitigation for the initial 2021 Administrative Draft EIS and 2022 Draft EIS. Subsequent to the FTA Record of Decision, the City will need to adopt legislation to formally adopt the project to allow project permit to proceed.

- **2025-2027. BLE PE and design.** The City Team will review and comment on PE and design. For reference, the City generated 1000+ substantive comments on the WSLE PE plan set—which is roughly half the size of BLE—related to compliance with City codes and regulations, safety, and other issues.
- **2025-2028. WSLE project permit processing.** City Team will process 200+ permits (including Master Use Permits, Street Improvement Permits, and permits related to demolitions, Environmentally Critical Areas, and shorelines) per a Joint Permit Plan to streamline the permit process and deliver an historic volume of permit activity in less than three years.

## 2026

- **2026-2027. BLE potential third-party funding agreement.** The City will agree to a term sheet for 3<sup>rd</sup> party funding at the time of the Board action on a BLE project-to-be-built (tentative 2026), followed by an MOA within six months that details funding sources and timing.
- **2026-2028: WSLE station area planning.** The City Team will lead station area planning activities with four station area communities to inform land use, housing, economic development, and mobility code changes and investments.
- **2026-2029: City legislation to support WSLE property and right-of-way land acquisition.** Sound Transit projects will impact many City of Seattle properties, structures, rights-of-way, and facilities. Allowing Sound Transit to impact, and sometimes acquire, these property interests will require administrative or legislative action in many instances.
- **2026-2031. BLE project review and early permit processing.** The City Team will coordinate with Sound Transit and the Seattle Design Commission on the project review process for the WSLE project at 15%, 30%, and 60% design. City staff will review all Sound Transit submittals and synthesize into memos that discuss project compliance with City codes, regulations, and guidelines, and identify topics for SDC discussion.
- **2026-2032: WSLE Construction.** The City Team will support Sound Transit's construction, including coordinating mitigation of construction related impacts, such as numerous multi-year road closures. Additionally, the City will deliver on many project elements directly, including some major utility relocations and roadway improvements.

## 2027

- **2027-2029. BLE final design and engineering.** City Team will review and comment on final design. For reference, the City generated over 1000 substantive comments on the WSLE PE plan set related to compliance with City codes and regulations, safety, and other issues. We expect resolution of those comments to take place iteratively during final design.
- **2027-2035. BLE access project development and delivery.** The City Team will design and deliver City-funded projects for transit access and integration and other public realm improvements.
- **2027-2035: City legislation to support WSLE property and right-of-way land acquisition.** Sound Transit projects will impact many City of Seattle properties, structures,

rights-of-way, and facilities. Allowing Sound Transit to impact, and sometimes acquire, these property interests will require administrative or legislation in many instances.

Exhibit E: 2025 ST3 Staff Plan Table:

CURRENT STAFF				FTE							
REQUESTED IN 2025 LEGISLATION				Current	Contingent Authority	2025 Legislation	Future Needs				
ANTICIPATED FUTURE NEEDS											
Current Staff/Future	Program Team	Department	Matrix/ Partner Division if applicable	31.6	7.0	50.00	33.0	Classification	Working Title	Position/ Budget/ Authority Needed	Reimbursement Agreement Needed or Permit Funded
2025 Current Staff	Finance/Administration	OWCP&ST		0.5				Admin Staff Analyst	(0.5 FTE) Administrative Business Partner	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				(OOC) SA1	Infill Station Project Manager/BLE Deputy PM	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				Capital Pjts Coord.Sr	BLE Engineering Coordinator	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				Executive 2	Sound Transit Program Director	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				StratAdvsr1,CSPI&P	ST3 Community Engagement and Partnerships Advsor	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				StratAdvsr2	ST3 Governmental and Community Relations Manager	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				StratAdvsr2,General Govt	WSLE Project Manager	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	SDCI		1.0				StratAdvsr2,General Govt	SDCI ST3 Program Manager	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	SFU		1.0				StratAdvsr2,General Govt	SFU ST3 Project Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	FAS		0.4				Strategic Advisor 2	Deputy Division Director/ST3 Real Property Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	OPCD		0.6				Planning and Development Specialist I	ST3 Project Planner	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	OPCD		0.8				Strategic Advisor 1, General Government	ST3 Station Area Planning Lead	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	OPCD		0.3				Strategic Advisor 1, General Government	TOD strategist	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	OWCP&ST		1.0				Capital Pjts Coord.Sr	WSLE Engineering Coordinator	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	OWCP&ST		1.0				StratAdvsr2,General Govt	ST3 Environmental and Legal Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	OWCP&ST		1.0				StratAdvsr3,Engng&Plan s Rev	ST3 Planning Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SCL		1.0				Capital Pjts Coord.Sr	Senior Capital Project Coordinator	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SCL		0.5				Electrical Engineer, Sr	Beel Pwr Systs Engr,Prin	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SCL		0.5				Electrical Engineer, Sr	Beel Pwr Systs Engr,Prin	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		1.0				Transportation Planner, Senior	ST3 Urban Design Planner	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.3				CES, Sr	ST3 SIP Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.3				CES, Sr	ST3 SIP Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.5				CivEng Spec, Assoc	ST3 SIP Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		1.0				Civil Engineer, Senior	ST3 Senior Civil Engineer	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		1.0				Civil Engr, Sr	30-100% WSLE SIP Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.3				Civil Engr, Sr	ST3 SIP Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.3				Civil Engr, Sr	ST3 SIP Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		1.0				OOC, StratAdvsr3	OOC Street Use ST3 Project Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.5				StratAdvsr1	WSBLE Permit Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.5				StratAdvsr1,Engng&Plan s Rev	ST3 SIP Manager	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		1.0				Transportation Planner, Senior	ST3 Senior Transportation Planner	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.5				Civil Engineer, Senior	ST3 Transportation Operations Planner	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	SDOT		0.5				Strategic Advisor 1	ST3 Transit Integration Planner	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				CPC, Sr	ST3 Project Coordinator	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				StratAdvsr3,General Govt	Finance & Project Controls Manager	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				Executive 2	Project Delivery and Engineering Director	All	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				StratAdvsr2	ST3 Strategic Equity Advisor	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				StratAdvsr2,General Govt	BLE Project Manager	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		1.0				StratAdvsr3,General Govt	Sound Transit Program Deputy Director	Not Applicable	Not Applicable
2025 Current Staff	Leadership/Management	OWCP&ST		0.5				Executive 3/4	ST3 Designated Representative	Not Applicable	Not Applicable
2025 Current Staff	Technical Management	OWCP&ST		1.0				StratAdvsr3,Engng&Plan s Rev	ST3 Engineering Manager	Not Applicable	Not Applicable
Future/pocket Not needed	Technical Management	SDCI			1.0			Civil Engineer, Assoc	Civil Engineer (1 of 2)	None	Yes
Future/pocket Not needed	Technical Management	SDCI			1.0			Civil Engineer, Assoc	Civil Engineer (2 of 2)	None	Yes
Future/pocket Not needed	Technical Management	SDCI			1.0			Land Use Planner III	Zoning + Land Use Reviewer (1 of 4)	None	Yes
Future/pocket Not needed	Technical Management	SDCI			1.0			Land Use Planner III	Zoning + Land Use Reviewer (2 of 4)	None	Yes
Future/pocket Not needed	Technical Management	SDCI			1.0			Land Use Planner III	Zoning + Land Use Reviewer (3 of 4)	None	Yes
Future/pocket Not needed	Technical Management	SDCI			1.0			Land Use Planner III	Zoning + Land Use Reviewer (4 of 4)	None	Yes
Future/pocket Not needed	Technical Management	SDCI			1.0			Structural Plans Engineer	Structural Reviewer	None	Yes



Summary Att A – ST3 Staffing and Resource Plan  
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CURRENT STAFF REQUESTED IN 2025 LEGISLATION				FTE							
ANTICIPATED FUTURE NEEDS				Current	Contingent Authority	2025 Legislation	Future Needs				
Current Staff/Future	Program Team	Department	Matrix/ Partner Division if applicable	31.6	7.0	50.00	33.0	Classification	Working Title	Position/ Budget/ Budget Authority Needed	Reimbursement Agreement Needed or Permit Funded
2025 Legislation	Finance/ Administration	SDOT - OWCP&ST				1.0		Admin Staff Analyst	Administrative Business Partner	Need 1.0 pocket + 0.5 budget and 0.5 budget authority	No
2025 Legislation	Finance/ Administration	SDOT - OWCP&ST				1.0		Project Funds and Agreements Coordinator, Sr	ST3 Grants Manager	All	No
2025 Legislation	Leadership/ Management	SDOT - OWCP&ST				1.0		StratAdvsr3, Engmg&Plans Rev	ST3 Program Manager (Senior PM)	All	Yes
2025 Legislation	Leadership/ Management	SDOT - OWCP&ST				1.0		StratAdvsr1, General Govt	ST3 Project Manager (BLE Deputy)	All	No
2025 Legislation	Leadership/ Management	SDOT - OWCP&ST				1.0		StratAdvsr1, General Govt	ST3 Project Manager (Infll/WSLE Deputy)	All	No
2025 Legislation	Leadership/ Management	SDOT - OWCP&ST	SDOT Street Use			1.0		Civil Engineer, Supr	Street Use ST3 Project Manager	All	Yes
2025 Legislation	Leadership/ Management	SCL				1.0		Manager 3	SCL ST3 Program Manager	Pocket needed	Yes
2025 Legislation	Leadership/ Management	SDCI				1.0		StratAdvsr1, General Govt	SDCI ST3 Permitting Associate Manager	All	Yes
2025 Legislation	Leadership/ Management	SFU				1.0		StratAdvsr2, General Govt	SFU ST3 Project Manager	All	Yes
2025 Legislation	Leadership/ Management	SFU				1.0		StratAdvsr2, General Govt	SFU ST3 Project Manager	All	Yes
2025 Legislation	Technical Management	DON				1.0		Community Development Spec., Sr., Sunset	DON ST3 Historic Preservation Coord.	All	Yes
2025 Legislation	Technical Management	FAS				0.0		StratAdvsr2, General Govt	ST3 Capital Development Advisor	Need 0.75 budget + budget authority only (No pocket)	No
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Capital Projects			0.5		Environmental Analyst, Sr	ST3 Environmental Reviewer	All	No
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Policy + Planning			1.0		Transportation Planner, Senior	WS/BLE Urban Designer	All	No
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Street Use			1.0		CES, Assoc	ST3 Construction Inspector (1 of 4)	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Street Use			1.0		CES, Assoc	ST3 Construction Inspector (2 of 4)	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Street Use			1.0		CES, Sr	ST3 Construction Inspector Lead	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Street Use			1.0		Civil Engineer, Sr	ST3 SIP Project Manager (1 of 4)	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Street Use			1.0		Civil Engineer, Sr	UMP Reviewer	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT TOD			1.0		Civil Engineer, Sr	ST3 Project TCP Reviewer	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT TOD			0.5		Civil Engineer, Sr	ST3 Transportation Operations Planner	Need 0.5 pocket	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Transit + Mobility			1.0		StratAdvsr1, General Govt	ST3 Transit Integration Planner / Permit Reviewer	All	No
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Urban Forestry			1.0		Arborist	WSLE Arborist (1 of 2)	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Urban Forestry			1.0		Arborist	WSLE Arborist (2 of 2)	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Urban Forestry			1.0		Landscape Architect	WSLE Permit Phase Reviewer (1 of 2)	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Urban Forestry			1.0		Landscape Architect	WSLE Permit Phase Reviewer (2 of 2)	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT Capital Projects			1.0		StratAdvsr3, Engmg&Plans Rev	ST3 ROW Manager	All	Yes
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT - OWCP&ST			1.0		StratAdvsr1, General Govt	ST3 Planning Policy Advisor	All	No
2025 Legislation	Technical Management	SDOT - OWCP&ST	SDOT - OWCP&ST			1.0		StratAdvsr3, Engmg&Plans Rev	ST3 Construction Program Manager	All	Yes
2025 Legislation	Technical Management	SCL				1.0		Cable Splicer	Cable Splicer	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Cable Splicer Crew Chief	Cable Splicer Crew Chief (1 of 3)	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Cable Splicer Crew Chief	Cable Splicer Crew Chief (2 of 3)	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Cable Splicer Crew Chief	Cable Splicer Crew Chief (3 of 3)	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Electrical Power Systems Engineer	Electrical Power Systems Engineer	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Cable Splicer Crew Chief- Asg C Coord	Cable Splicer Crew Chief- Asg C Coord	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Civil Engineer, Senior	Civil Engineer, Senior	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Electrical Engineer, Associate	Electrical Engineer, Associate	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Electrical Power Systems Engineer, Principal	Electrical Power Systems Engineer, Principal	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Electrical Engineer, Assistant	Electrical Engineer, Assistant	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Electrical Engineer, Associate	Electrical Engineer, Associate	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Electrical Engineer, Associate	Electrical Engineer, Associate	Pocket needed	Yes
2025 Legislation	Technical Management	SCL				1.0		Electrical Engineer, Associate	Electrical Engineer, Associate	Pocket needed	Yes

Summary Att A – ST3 Staffing and Resource Plan  
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CURRENT STAFF REQUESTED IN 2025 LEGISLATION				FTE							
ANTICIPATED FUTURE NEEDS				Current	Contingent Authrity	2025 Legislation	Future Needs				
Current Staff/Future	Program Team	Department	Matrix/ Partner Division if applicable	31.6	7.0	50.00	33.0	Classification	Working Title	Position/ Budget/ Budget Authority Needed	Reimbursement Agreement Needed or Permit Funded
2025 Legislation	Technical Management	SPR				1.0		Strat Advsr1, General Govt	ST3 SPR Permit Manager	All	No
2025 Legislation	Technical Management	SPU				1.0		Civil Engineer, Senior	Civil Engineer, Senior,	All	Yes
2025 Legislation	Technical Management	SPU				1.0		Civil Engrng Spec, Sr	SPU ST3 Associate Project Manager	All	Yes
2025 Legislation	Technical Management	SPU				1.0		Civil Engineer, Senior	Civil Engineer, Senior	All	Yes
2025 Legislation	Technical Management	SPU				1.0		Civil Engrng Spec, Sr	SPU ST3 Associate Project Manager	All	Yes
2025 Legislation	Technical Management	SPU				1.0		Construction Maint enance Equipment Operator	Construction Maintenance Equipment Operator	All	Yes
2025 Legislation	Technical Management	SPU				1.0		Senior Water Pipe Worker	Senior Water Pipe Worker	All	Yes
2025 Legislation	Technical Management	SPU				1.0		Water Crew Chief	Water Crew Chief	All	Yes
2025 Legislation	Technical Management	SPU				1.0		Water Pipe Worker	Water Pipe Worker (1 of 2)	All	Yes
2025 Legislation	Technical Management	SPU				1.0		Water Pipe Worker	Water Pipe Worker (2 of 2)	All	Yes
2026 Budget Request	Technical Management	OPCD					1.0	P&D, Spec 2	ST3 SDC Project Associate	All	Yes
2026 Budget Request	Technical Management	OWCP&ST	SDOT PDD				1.0	Transportation Planner, Senior	WS/ BLE Project Developer	All	No
2026 Budget Request	Technical Management	OWCP&ST	SDOT Street Use				1.0	CES, Sr	ST3 HUB Coordinator (1 of 3)	All	Yes
2026 Budget Request	Technical Management	OWCP&ST	SDOT Street Use				1.0	Civil Engineer, Sr	ADA Reviewer/Engineer	All	Yes
2026 Budget Request	Technical Management	OWCP&ST	SDOT Street Use				0.5	Permit Tech	ST3 Permit Tech	All	Yes
2027 Future Need	Technical Management	FAS					1.0	Equipment Servicer	Equipment Servicer (1 of 2)	All	Yes
2027 Future Need	Technical Management	FAS					1.0	Equipment Servicer	Equipment Servicer (1 of 2)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Capital Projects				1.0	CES, Sr	ST3 Project Permit Reviewer/Engineer	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Capital Projects				1.0	CES, Sr	ST3 Project Permit Reviewer/Engineer	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Policy + Planning				1.0	Transportation Planner, Senior	WS/ BLE Urban Designer	All	No
2027 Future Need	Technical Management	OWCP&ST	SDOT Roadway Structures				1.0	CES, Sr	ST3 Project Permit Reviewer/Engineer (1 of 2)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Roadway Structures				1.0	CES, Sr	ST3 Project Permit Reviewer/Engineer (2 of 2)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				1.0	CES, Assoc	ST3 Construction Inspector (3 of 4)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				1.0	CES, Assoc	ST3 Construction Inspector (4 of 4)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				0.5	CES, Assoc	ST3 Permit Services Reviewer	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				1.0	CES, Sr	ST3 HUB Coordinator (2 of 3)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				1.0	CES, Sr	ST3 HUB Coordinator (3 of 3)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				1.0	CES, Supr	ST3 HUB Coordinator Lead	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				1.0	Civil Engineer, Sr	ST3 SIP Project Manager (2 of 4)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				1.0	Civil Engr, Sr	ST3 SIP Project Manager (3 of 4)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Street Use				1.0	Civil Engr, Sr	ST3 SIP Project Manager (4 of 4)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT TOD				1.0	Civil Engr, Sr	ST3 Transportation Operations Planner	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Transit + Mobility				1.0	Transportation Planner, Senior	ST3 Transit Integration Planner / Permit Reviewer	All	No
2027 Future Need	Technical Management	OWCP&ST	SDOT Urban Forestry				1.0	Arborist	BLE Arborist (1 of 2)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Urban Forestry				1.0	Arborist	BLE Arborist (2 of 2)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Urban Forestry				1.0	Landscape Architect	BLE Permit Phase Reviewer (1 of 2)	All	Yes
2027 Future Need	Technical Management	OWCP&ST	SDOT Urban Forestry				1.0	Landscape Architect	BLE Permit Phase Reviewer (2 of 2)	All	Yes
2027 Future Need	Technical Management	OWCP&ST					1.0	Civil Engineer, Sr	ST3 Construction Associate Manager	All	No
2027 Future Need	Technical Management	OWCP&ST					1.0	Civil Engineer, Supr	ST3 Construction Manager	All	No
2027 Future Need	Technical Management	SDCI					1.0	Strat Advsr1, General Govt	SDCI ST3 Permitting Associate Manager	All	Yes
2028 Future Need	Technical Management	OPCD					1.0	P&D, Spec 1	ST3 Station Area Planner	All	Yes
2028 Future Need	Technical Management	OPCD					1.0	P&D, Spec 2	ST3 Station Area Planner	All	Yes
2029 Future Need	Technical Management	SCL					1.0	Capital Projects Coordinator	Capital Projects Coordinator	All	Yes
2029 Future Need	Technical Management	SCL					1.0	Electrical Service Engineer	Electrical Service Engineer	All	Yes



## Legislation Text

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**File #:** CB 121072, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to updating the structure and processes of the Office of City Auditor; amending Chapter 3.40 and Sections 14.08.040 and 14.08.050 of the Seattle Municipal Code; and repealing Section 15.52.100 of the Seattle Municipal Code.

WHEREAS, an independent auditing function can provide objective information on the operations of

government programs, assist managers in carrying out their responsibilities, and help ensure full accountability to elected officials and the public; and

WHEREAS, recognized government auditing standards provide a framework for improved government decision making, oversight, and accountability; and

WHEREAS, the King County Code provides a comprehensive description of the authority and functions of the King County Auditor's Office; and

WHEREAS, the Association of Local Government Auditors, which represents local government auditors in the United States and Canada, issued Model Legislation Guidelines for Local Government Auditors; and

WHEREAS, the Office of City Auditor is an independent agency within the legislative branch of Seattle City government; and

WHEREAS, in 1991 Seattle voters created the Office of City Auditor in the City Charter (Article VIII, Section 2). In turn, the Seattle City Council passed Ordinance 116368 establishing Chapter 3.40 of the Seattle Municipal Code, providing further details about the Office of City Auditor's authority and responsibilities; and

WHEREAS, much of Chapter 3.40 has remained unchanged in 33 years, despite changes in the expertise,

scope, and operations of the Office of City Auditor; NOW, THEREFORE,

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

Section 1. Chapter 3.40 of the Seattle Municipal Code, last amended by Ordinance 124809, is amended as follows:

**Chapter 3.40 OFFICE OF CITY AUDITOR**

**3.40.010 Office of City Auditor((-Duties-Appointment,)) - Establishment**

~~((A. There is created within the legislative branch of City government a department to be called the Office of the City Auditor, to)) To perform the duties provided in Article VIII, Section 2 of the City Charter((-  
~~The City Auditor shall have a term of four (4) years, and shall be appointed by a majority of the City Council, and may be removed for cause by a majority of the City Council.~~~~

~~B. Succeeding terms that are not consecutive terms for the same individual shall commence for four (4) years upon appointment of the new City Auditor, regardless of the length of term served by the preceding City Auditor. Consecutive terms for the same individual shall commence for four (4) additional years from the date that individual's previous term expires if the incumbent is reappointed within ninety (90) days before or ninety (90) days after the expiration of the previous term; otherwise the successive term shall commence upon reappointment. If an incumbent seeks reappointment, the City Council should act to approve or disapprove the reappointment at least forty-five (45) days before the expiration of the incumbent's term)) , the Office of City Auditor is established in the legislative branch of Seattle City government as an independent, nonpartisan office responsible for providing objective, fact-based analysis and information regarding the performance and operations of City departments, offices, and programs. The organization and administration of the Office of City Auditor shall be sufficiently independent to ensure no interference or influence external to the office shall adversely affect an independent and objective judgment by the City Auditor.~~

**3.40.020 Definitions**

For purposes of this Chapter 3.40:

"Audit" means a performance audit, financial audit or other audit that conforms to Generally Accepted Government Auditing Standards promulgated by the United States Government Accountability Office.

"Performance audit" means an audit that provides objective analysis, findings, and conclusions to assist management and those charged with governance and oversight with, among other things: improving program performance, efficiency, and operations; reducing costs; strengthening internal controls; reviewing indications of fraud, waste, or abuse; facilitating decision making by parties responsible for overseeing or initiating corrective action; and contributing to public accountability.

"Recommendation" means a statement of action the City Auditor believes is needed to correct problems or adopt improvements identified in an audit.

### **3.40.030 City Auditor qualifications and appointment**

A. The City Auditor shall be appointed by the City Council after a competitive, nationwide search, using an equity- and merit-based selection process that includes screening for qualified candidates by experienced performance auditors. A qualified candidate for City Auditor shall demonstrate audit proficiency through at least five years of relevant experience in government auditing, program evaluation, or public policy analysis, including a thorough understanding of government auditing standards and a commitment to ethical standards.

B. If the City Auditor wishes to be reappointed, pursuant to Charter Article VIII, Section 2, then the City Auditor shall notify the Council President. The City Council should act to approve or disapprove the reappointment no later than 45 days before the current term's end date. If the reappointment is made within 90 days of the term expiring, the reappointment's term shall start the day after the term expired or will expire; otherwise, it shall start on the date of reappointment.

### **((3.40.020)) 3.40.040 City Auditor((-Ancillary powers-)) functions**

Under the direction of the City Council, the City Auditor shall ~~((have the power to))~~:

~~((A. Arrange for audits of federally assisted grants and programs; coordinate auditing activities with the Washington State Auditor and personnel in other City departments; and follow up on reports of examination of the State Auditor;~~

~~B. Require City departments to:~~

~~1. Supply access to accounts and records in whatever media they may be kept, and assist in finding and identifying them; supply documents, computer-readable copies, use of copying machines, and working space for the City Auditor and staff;~~

~~2. Retain identified records pending completion of the audit, and~~

~~3. Cooperate in interviewing of personnel, all for the purpose of conducting audits;~~

~~C. Direct comprehensive internal auditing activities, including financial audits, performance audits, and other initiatives to improve City operations for all City departments;))~~

A. Direct comprehensive auditing activities, including performance audits, financial audits, oversight functions, and other initiatives to improve the performance and accountability of City operations for all City departments and offices;

B. Require all entities that receive appropriations or funding from the City or perform work on behalf of or under the authority of the City, such as City departments, offices, agencies, programs, boards, commissions, pension funds, non-profit organizations, public corporations and private corporations, to provide full and unrestricted access to any and all persons, property, and records in any form that are deemed relevant to an audit review, unless access is specifically prohibited by law or court order; access to persons, property, and records shall be provided to the City Auditor in a timely manner, without limitation, and without charge. Should any City department decline to provide the Office of City Auditor access to documents or data, the declining department shall provide the City Auditor with an itemization describing the documents or data

withheld and the legal basis for withholding access to each item. To the extent allowable by law, the Office of City Auditor will maintain the confidentiality and security of all data and records transferred, and under its control, for the purpose of an audit review.

1. "Access to persons" includes information, interviews or testimony by any and all individuals or entities employed by the City, including its officers and employees, or persons performing work on behalf of or under the authority of the City. The City Auditor shall determine the manner of questioning the persons regarding their knowledge. The persons shall fully cooperate with the City Auditor and make full disclosure of all pertinent information.

2. "Access to property and records" includes furnishing and providing access to any and all requested property and records including, but not limited to, physical and digital materials, locations, writings, information systems, operations and data, in a manner determined by the City Auditor. Access to property and records shall be construed to the broadest extent, including property and records designated as confidential or of limited access by contract or law, unless access is specifically prohibited by law or court order. Persons with access to or responsible for confidential or limited-access property or records shall fully cooperate with the City Auditor in determining a plan of action to provide and manage the property or records, including digital transfer tools, reasonable use of copying equipment, and working space for the City Auditor and staff as necessary to carry out audit review.

3. If, in the exclusive opinion of the City Auditor, access to persons, property, and records does not comply with the provisions of this subsection 3.40.040.B or is otherwise insufficient to meet the needs of the City Auditor to perform the City Auditor's duties, then the City Auditor, with approval of the City Council by resolution, may either issue a subpoena compelling access or require full disclosure under oath, or both;

C. Coordinate auditing activities with the Washington State Auditor, personnel in other City

departments, and other auditing entities as necessary;

D. Bring to the attention of the State Auditor and to law enforcement authorities information about a suspected violation of state criminal laws or the City's criminal ordinances; and to the City Attorney information about a suspected civil violation ~~((of the laws where the City has a civil remedy that may result in the))~~ or matter where recovery of funds ~~((or property due to the City))~~ is appropriate;

E. Authenticate papers issued by ~~((his or her office))~~ the Office;

F. Audit the affairs of ~~((the City's public corporations established pursuant to Chapter 3.110; of))~~ recipients of City contracts~~((;))~~ , and ~~((of))~~ accounts and contracts with other governmental agencies established with City assistance under ~~((the Interlocal Cooperation Act ()))~~ chapter 39.34 RCW ((39.340)); ~~((and))~~

G. Audit contracts and agreements entered into by a City department or office to verify, among other things, that: the procedures prescribed in this Chapter 3.40 were followed; that the compensation or other consideration provided to any contractor has been appropriate, under the circumstances; the contracted-for services were provided in a timely manner; and terms and other considerations were met;

H. Audit employer compliance with Chapters 14.16, 14.17, 14.19, and 14.20 for the sole purpose of evaluating the enforcement efforts of the Office of Labor Standards;

I. Ensure the Office adheres to Generally Accepted Government Auditing Standards and maintains a system of internal quality control, including adequate resources for ongoing staff professional development and procedures for supervision, review and documentation of work performed;

J. Develop an annual audit work program for the Office, which program is subject to change based on evolving risks and circumstances;

K. Appoint, remove, supervise, and control officers and employees in the Office of City Auditor in accordance with Civil Service rules and regulations and applicable collective bargaining agreements;

L. Perform such activities as deemed necessary by the City Auditor to fulfill the mission of the office,



including audit and nonaudit services (i.e., services the Office performs that do not need to conform to Generally Accepted Government Auditing Standards), special studies, or advisory reports undertaken to promote transparency, efficiency, and effectiveness in City government; and

~~((G.))~~ M. Perform ~~((such))~~ other activities as ~~((may be))~~ assigned by ordinance ~~((from time to time))~~.

~~((3.40.040 Auditing authority))~~ **3.40.050 Auditor powers**

~~((A. The City Auditor is authorized to audit the records of the Seattle Public Library, the Seattle City Employees Retirement System, the Firefighters' Pension Fund, and the Police Pension Fund and, to the extent authorized by law, the Seattle Municipal Court.~~

~~B. The City Auditor is authorized to audit each Consultant Contract entered into by a Department to verify, among other things, that the procedures prescribed in this chapter were followed; that the compensation or other consideration provided to any Consultant has been appropriate, under the circumstances, and that the contracted for services were provided in a timely manner.~~

~~C.))~~ The City Auditor ~~((shall))~~ may participate in the selection and oversight of ~~((all))~~ consultants providing auditing ~~((and accounting))~~ services ~~((in accordance with a memorandum of understanding entered into between such official and the Executive Department. The affected City department or Executive Department office may determine the terms and conditions of the agreement, but any such contract shall be subject to review by the City Auditor. All reports or financial statements submitted by such consultants shall be submitted to the City Auditor and the Director as well as the affected department or Executive Department office.))~~ to a City department or office.

~~((D. The City Auditor shall have the authority to audit employer compliance with Chapters 14.16, 14.17, 14.19, and 14.20 for the sole purpose of evaluating the enforcement efforts of the Office for Civil Rights and the Office of Labor Standards.~~

**3.40.050)) 3.40.060 Audit reports-Response to auditor-Follow-up required((**

~~A. It is City policy to follow up on audit reports by the City Auditor.))~~ A. Upon completion of a proposed final audit report, the City Auditor shall send the proposed report to the official or officials responsible for administration of the entities or programs evaluated by the audit. The City Auditor shall request a written response to the proposed report within five business days, and may approve extensions as appropriate, to be included as an attachment to the published final audit report. If no response is received by the deadline, the City Auditor will publicly release the final audit report without a response, noting its absence. The response shall include:

1. Concurrence, partial concurrence, or nonconcurrence with each report recommendation including any explanation of why full concurrence may not be feasible; and
2. A description of the proposed corrective action or actions that will be taken to implement each report recommendation and an estimated timeline for completing those actions.

B. The City Auditor shall conduct an annual review to assess the status of all open audit recommendations from past audit reports. The City Auditor shall publish a report by May 31 each year on the progress of each recommendation until it has been fully implemented or otherwise resolved.

~~((B-))~~ C. Whenever an audit report identifies a tortious or criminal misappropriation of City funds or property, the department head and the City Attorney shall seek recovery of the moneys and/or other relief as allowed by law.

~~((C. When an audit report discovers a misexpenditure and/or makes a recommendation for a change in practice or procedures of a City department, the affected department shall respond within 30 days. If the City Auditor finds the response unsatisfactory, the City Auditor shall refer the matter to the Chair of the City Council Finance and Budget Committee and the City Budget Director for their review and guidance.))~~

D. When an audit of a City contract or project determines that ineligible costs were paid, the department responsible for the contract shall promptly seek recovery of sums due to the City. The City Auditor may

participate in discussions with the contractor toward recovery of money((s)) due and shall be consulted before a settlement is made. ~~((In event of a disagreement between the City Auditor and a department head, the Mayor or, at his discretion, the City Budget Director shall serve as a mediator.))~~ The Mayor shall serve as mediator in the event of a disagreement between the City Auditor and a department head, unless:

1. The Mayor chooses the City Budget Director to serve as mediator; or

2. The Mayor's Office is responsible for the contract, in which case the City Budget Director shall serve as mediator.

### **3.40.070 External peer review-Oversight**

A. The audit activities of the Office shall be subject to an external peer review every three years, in accordance with applicable government auditing standards by a professional, nonpartisan objective group using guidelines endorsed by the Association of Local Government Auditors.

B. The peer review shall evaluate the quality of audit effort and reporting. Specific quality review areas shall include staff qualifications, adequacy of planning and supervision, sufficiency of work paper preparation and evidence, and the adequacy of systems for reviewing internal controls, fraud and abuse, program compliance, and automated systems. The peer review shall also assess the content, presentation, form, timelines, and distribution of audit reports. The Office shall pay for the peer review.

### **3.40.080 Staff and resources**

The City shall provide sufficient staff and resources to enable the Office to perform its work, including, at a minimum, resources for appropriate professional development, continuing professional education, and compliance with applicable professional standards, licensure requirements, and professional certification requirements.

Section 2. Section 14.08.040 of the Seattle Municipal Code, last amended by Ordinance 125639, is amended as follows:

**14.08.040 Unfair practices-Generally**

\* \* \*

~~((J. Short-term voucher evaluation~~

~~The Department shall ask the City Auditor to conduct an evaluation of the impact of the amendment to the definition of "Section 8 program" in subsection 14.08.020 (effective on the date of the ordinance introduced as Council Bill 118755) to include short-term assistance to determine if the addition of short-term assistance to the definition should be maintained, amended, or repealed. The evaluation should include an analysis of the impact on the ability of tenants to enter into and successfully remain in housing and the impact on the rate of eviction. The City Auditor, at their discretion, may retain an independent, outside party to conduct the evaluation. The evaluation shall be submitted to the City Council by the end of 2018.))~~

Section 3. Section 14.08.050 of the Seattle Municipal Code, last amended by Ordinance 126370, is amended as follows:

**14.08.050 First-in-time**

\* \* \*

~~((D. First-in-time evaluation~~

~~The Department shall ask the City Auditor to conduct an evaluation of the impact of the program described in subsections 14.08.050.A-C to determine if the program should be maintained, amended, or repealed. The evaluation shall only be conducted on the basis of the program's impacts after 18 months of implementation. The evaluation should include an analysis of the impact on discrimination based on a protected class and impact on the ability of low-income persons and persons with limited English proficiency to obtain housing. The City Auditor, at their discretion, may retain an independent, outside party to conduct the evaluation. The evaluation shall be submitted to the City Council by the end of 2018.~~

~~E.))~~ D. Persons must comply with this Section 14.08.050 by July 1, 2017.

~~((F.))~~ E. Nothing in this Section 14.08.050 shall apply to an accessory dwelling unit or detached accessory dwelling unit wherein the owner or person entitled to possession thereof maintains a permanent residence, home or abode on the same lot.

Section 4. Section 15.52.100 of the Seattle Municipal Code, enacted by Ordinance 124860, is repealed:

**15.52.100 Audit requested**

~~((The City Council requests the Seattle City Auditor to audit the Seattle Police Department's process for staffing special events. This audit should include the planning, authorization, staffing levels, attendance, and payment of officers for permitted special events under Chapter 15.52. The City Council requests that the first audit take place in the first quarter of 2016 and cover special events staffing for 2010 through 2015. The City Budget Office shall utilize the audit's results and recommendations to perform subsequent annual reviews to take place in the first quarter of each year and cover special events staffing for the previous year. The final review will take place in 2020 unless City Council directs otherwise.))~~

Section 5. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of City Auditor	Arushi Thakorlal	N/A

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE relating to updating the structure and processes of the Office of City Auditor; amending Chapter 3.40 and Sections 14.08.040 and 14.08.050 of the Seattle Municipal Code; and repealing Section 15.52.100 of the Seattle Municipal Code.

**Summary and Background of the Legislation:**

The Office of the City Auditor (OCA) was established in the City Charter by voter approval in 1991. The Seattle City Council adopted Ordinance 116368 in 1992 that created the Seattle Municipal Code Chapter 3.40. Since then, Chapter 3.40 has remained largely unchanged, despite developments in the expertise, scope, and operations of OCA. The intent of this legislation is to codify OCA's current policies and practices and provide detail and clarification on the Auditor's role.

The proposed changes have been informed by model legislation prepared by the Association of Local Government Auditors (ALGA), relevant provisions from the King County Code Chapter 2.20 (County Auditor) and the Revised Code of Washington (RCW 43.09.050(7)). It also incorporates input from the City Attorney's Office and OCA staff.

Key updates in the legislation include clarifying OCA's independence as a nonpartisan source of objective, fact-based analysis, and creating a new section of definitions to define audit profession terms. The bill will establish minimum qualifications for the City Auditor and formally codify the existing practice of using a competitive appointment process. The bill expands the Auditor's authority to access records, property, and information, and gives authority (by Council Resolution) to issue subpoenas if access is denied. This legislation will strengthen oversight by requiring external peer reviews to ensure compliance with government auditing standards. Last, the bill will repeal outdated provisions, including an expired requirement for audits of Seattle Police Department Special Event Staff (OCA completed this audit on December 13, 2017).

The only new Audit authority proposed is to issue subpoenas with Council approval. There is no financial impact to this addition.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

☐ Yes ☒ No

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

#### 3.a. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

No changes to appropriations.

#### 3.b. Revenues/Reimbursements

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

No changes to reimbursements.

#### 3.c. Positions

☐ This legislation adds, changes, or deletes positions.

No changes to positions.

#### 3.d. Other Impacts

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

No.

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

N/A

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

N/A

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

N/A



#### 4. OTHER IMPLICATIONS

- a. **Is a public hearing required for this legislation?**  
No.
- b. **Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?**
- c. **Does this legislation affect a piece of property?**  
No.
- d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

N/A

- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**
- ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

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

N/A

#### e. **Climate Change Implications**

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**
- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

- f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**
- g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

## **5. ATTACHMENTS**

### **Summary Attachments:**

None.



## Legislation Text

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**File #:** CB 121060, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the West Seattle Junction Parking and Business Improvement Area; modifying the exemptions to the Levy of Special Assessment; and amending Ordinance 113326, as previously amended by Ordinances 115997, 119539, 120570, 121758, 125152, and 127103.

WHEREAS, in 1987, through Ordinance 113326, the City established the West Seattle Junction Parking and

Business Improvement Area (PBIA), providing for the levy of special assessments upon businesses

within the PBIA for the purpose of enhancing conditions for operation of those businesses; and

WHEREAS, in 1991, through Ordinance 115997, the City amended the exemptions to the Levy of Special

Assessment; and

WHEREAS, in 1999, through Ordinance 119539, the City increased the original assessment rates for the PBIA;

and

WHEREAS, in 2001, through Ordinance 120570, the City clarified the legislation to more accurately describe

and implement the intent of the petitioners who requested that the City create the PBIA; and

WHEREAS, in 2005, the City passed Ordinance 121758, increasing the established assessment rates for the

PBIA; and

WHEREAS, in 2016, the City passed Ordinance 125152, increasing the established assessment rates for the

PBIA, and there has been no subsequent increase in the assessment rates; and

WHEREAS, in 2024, the City passed Ordinance 127103, modifying the boundaries for the PBIA; and

WHEREAS, pursuant to Section 3 of Ordinance 113326 as amended by Ordinance 115997, businesses that

qualify for an exemption from the from the City of Seattle Business License Tax (also known as the

Business and Occupation Tax) are likewise exempt from paying any assessment to the PBIA; and

WHEREAS, Council Bill 121028, which includes a proposed ballot measure before the voters to increase the City's Business and Occupation Tax threshold exemption from \$100,000 in gross revenue to \$2 million in gross revenue, would have the unintended effect of exempting an unsustainably large portion of businesses in the PBIA from assessment, thereby significantly reducing the PBIA's ability to provide services; and

WHEREAS, the City finds that businesses that qualify for the Business and Occupation Tax threshold exemption benefit from PBIA services to the same proportional degree as businesses that happen to earn more in gross revenue; and

WHEREAS, on \_\_\_\_\_ 2025, the City Council held a public hearing regarding its intention to modify the exemptions to the West Seattle PBIA's assessment rates; NOW, THEREFORE,

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

Section 1. Section 3 of Ordinance 113326, last amended by Ordinance 115997, is amended as follows:

Section 3. Exemptions: No special assessments shall be levied upon and collected from:

- (1) Organizations, qualified for charitable contribution under the United States Internal Revenue Code (26 USC 170 (c));
- (2) Sponsors of public events and concessionaires, and vendors or entertainers, who engage in business activities in the area for less than 30 days in aggregate per year((;)) ;
- (3) Governmental agencies unless otherwise specified; ((and))
- (4) Newsstands in street right-of-way((;)) ;
- (5) Fraternal organizations; social service agencies; and education facilities; and  
(((6) Businesses that qualify for exemption from City of Seattle Business and Occupation tax; and
- ((7)) (6) New businesses for the first year of operation. During the second year of

operation, these businesses shall be assessed 50% of their assessment rate and 100% during their third year of operation. This exemption does not apply to any assessment due for the parking assessment in Zone C levied under subsection 2.1(f).

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

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Scheereen Dedman, City Clerk

(Seal)

Attachments:

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of Economic Development	Theresa Barreras	Nick Tucker

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the West Seattle Junction Business Improvement Area; modifying the exemptions to the Levy of Special Assessment; and amending Ordinance 113326, as previously amended by Ordinances 115997, 119539, 120570, 121758, 125152, and 127103.

**Summary and Background of the Legislation:** The West Seattle Junction Business Improvement Area (PBIA) is assessed on businesses based on revenues reported on their City of Seattle Business and Occupation (B&O) tax. Currently, businesses that generate \$100,000 or less in annual revenues are exempt from B&O taxes and the PBIA also exempts them from assessment. If the proposed change to increase the B&O exemption threshold from \$100,000 to \$2 million in Council Bill 121028 passes, it would have the unintended consequence of exempting a large portion of businesses in the PBIA from assessment, thereby significantly reducing the PBIA's revenues. In addition, the WSJBIA has demonstrated that businesses earning less than the B&O Tax threshold still benefit from its services and should contribute equitably. The PBIA is therefore requesting an amendment to its ordinance to remove this exemption. This change would currently affect 23 businesses that are receiving the B&O and PBIA exemption and result in annual assessments ranging from \$80-\$300 for each, with a combined total annual increase of \$4,600 to the PBIA.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

#### **3.d. Other Impacts**

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

No.

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

None.

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

None.

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

OED works closely with the City Finance Department, which administers the assessments for the BIAs. This change will add a small number of accounts to the PBIA project that City Finance will need to bill and manage. This is a minor change that can be absorbed within existing staffing and budgets.

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

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

Yes

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

Yes

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

No

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

The BIA benefits property owners, business owners, employees, visitors, and residents with cleaning services, events, and support for new and existing businesses. However, there is potential for the BIA to lead to higher residential and commercial rents since business owners' costs will be slightly increasing to pay for the new services. People of color (POC) could be disproportionately impacted if these changes to costs occur, but there is no data to determine likely impacts.

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

We did not conduct a Racial Equity Toolkit as part of this legislation.

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



All notifications to property owners will include an option for translation/interpretation if needed.

**e. Climate Change Implications**

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

This legislation is not likely to impact carbon emissions in a material way.

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

This legislation is not likely to impact Seattle's resiliency in a material way.

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

The West Seattle Junction BIA is an existing program.

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

No

**5. ATTACHMENTS**

**Summary Attachments:** None.



## Legislation Text

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**File #:** CB 121076, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the University District Parking and Business Improvement Area; modifying the process for selecting a program manager; modifying the requirements governing the composition of the BIA Advisory Board; and amending Ordinance 126093.

WHEREAS, in 2020, through Ordinance 126093, the City established the current University District Parking and Business Improvement Area (PBIA) to provide services and amenities for ratepayers paid through a levy of special assessments; and

WHEREAS, the University District Partnership, the program manager of the PBIA, has proposed to amend its ordinance to: 1) remove the requirement that the Office of Economic Development conduct a competitive process to identify a new program manager every five years; and 2) revise certain criteria for the composition of the BIA Advisory Board so that they are more realistic for the organization to achieve while maintaining the intent for the Board to be representative of the ratepayers; and

WHEREAS, the City Council has determined that removing the requirement for a competitive process to select the program manager and revising the criteria for the composition of the BIA Advisory Board is in the best interest of the PBIA's ratepayers; NOW, THEREFORE,

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

Section 1. Section 6 of Ordinance 126093 is amended as follows:

**Section 6.** The Director of the Office of Economic Development ("OED Director") is authorized to contract with any local non-profit entity to act as the Program Manager. The Program Manager's duties, subject to the approval of the ratepayers at each annual meeting, will be to manage the day-to-

day operations of the U. District BIA and to administer the projects and activities.

The OED Director shall contract with the U District Partnership or other local non-profit entity to serve as the initial Program Manager.

~~((The OED Director shall establish and follow a competitive process to select a Program Manager every five years. The selection process shall include outreach to viable candidates; publication of requests for proposals; and a selection process that takes into consideration criteria designed to find a qualified and effective Program Manager.))~~

Meetings of the Program Manager's board or committee at which U. District BIA-funded activities are anticipated to be discussed shall be open to the public, with at least five days' advance notice posted by the Program Manager(s) on its website and also disseminated by any other means that the Program Manager(s) generally uses to communicate.

Section 2. Section 13 of Ordinance 126093 is amended as follows:

**Section 13.** The OED Director shall, within 30 days of the effective date of this ordinance, appoint an interim BIA Advisory Board comprised of ratepayers representative of the entire geography and variety of sizes in the U. District BIA, and residents and business tenants from within the U. District BIA. The OED Director shall solicit recommendations from the ratepayers and shall appoint the interim board from that list. The interim BIA Advisory Board will, within 90 days of the effective date of this ordinance, recommend an inaugural BIA Advisory Board ("Board"). The composition of the Board shall be representative of the varying sizes and types of property owners, residents, and businesses tenants within the geographic area of the U. District BIA, and may include public agencies. ~~((For both the interim, inaugural, and permanent Boards:))~~ The BIA Board should strive to include the following representation:

1. ~~((No more than))~~ 35 percent ~~((of the members))~~ or five members, whichever number is lower,

~~((shall))~~ representing the University of Washington;

2. ~~((At least one member shall be a))~~ One resident (owner);

3. ~~((At least one member shall be a))~~ One resident (tenant);

4. ~~((At least three members shall be))~~ Three commercial tenants, including ~~((at least two))~~  
tenants subject to a triple net lease; and

5. ~~((At least))~~ 80 percent ~~((of all the members shall be))~~ representing ratepayers~~((At least one member shall be))~~ , including a ratepayer contributing less than 0.5 percent of the total assessment.

The OED Director shall appoint the inaugural Board members from the list recommended by the interim BIA Advisory Board. The OED Director may appoint additional members to the Board beyond those recommended by the interim BIA Advisory Board to ensure a broad representation of ratepayers, provided that the additional members so appointed do not exceed one-third of the entire membership of the Board.

As a prerequisite to serving on the Board, each member shall sign an acknowledgment, prepared by the OED Director, that they will abide by City ordinances related to business improvement areas and exercise fiduciary responsibility to collect and spend the special assessment revenues exclusively for the programs identified in Section 3 of this ordinance.

The Board shall be responsible for adopting bylaws and policy guidelines; recommending approval of budgets, expenditures, and programs; and providing advice and consultation to the OED and FAS Directors and to the Program Manager. The bylaws shall establish staggered terms for Board members, with no Board member serving more than two consecutive three-year terms. Any sitting Board member at the time of the 2020 reauthorization of the BIA shall be able to complete their term, then be allowed to be recommended and appointed to serve one additional term.

The Board shall meet at least once quarterly; recommend an annual work program and budget; address and discuss ratepayer concerns and questions regarding the U. District BIA programs; and

sponsor an annual ratepayers' meeting. Meetings of the Board shall be open to the public, with at least five days' advance notice posted by the program manager on its website and also disseminated by any other means that the program manager generally uses to communicate.

At the annual ratepayers' meeting, the Board shall present its proposed work plan and budget for the next year, and its recommendation regarding whether to continue with the current Program Manager. The work plan, budget, and recommendation regarding whether to continue with the current Program Manager must be approved by a vote of the ratepayers and submitted to the Office of Economic Development.

The Board and Program Manager shall work with the Office of Economic Development to evaluate the U. District BIA's programs and services and shall report their findings to the City Council when a request to modify or renew the U. District BIA is proposed, or in five years from the time of formation, whichever is sooner.

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

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

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

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

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Bruce A. Harrell, Mayor

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

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Scheereen Dedman, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Economic Development	Casey Rogers	Nick Tucker

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the University District Business Improvement Area; modifying the process for selecting a program manager; modifying the requirements governing the composition of the BIA Advisory Board; and amending Ordinance 126093.

**Summary and Background of the Legislation:**

Originally established in 1996 through Ordinance 118412, then updated and expanded in 2015 via Ordinance 124761, and renewed in 2020 via Ordinance 126093, the University District Business Improvement Area is proposing two administrative amendments to their current ordinance:

1. **Removal of the RFP requirement from the ordinance.** The existing University District BIA ordinance requires the Office of Economic Development to conduct an RFP process every five years to identify a program manager. This process has proven to be inefficient and unproductive. Unlike any of Seattle's other 10 BIAs, this requirement imposes an undue administrative burden without delivering public benefit. In January 2025 OED ran the first RFP process per this requirement and confirmed that the process attracted unqualified applicants who were unfamiliar with the University District community, and took significant time and resources from City staff, community volunteers, and applicants. Eliminating this requirement would align the UDBIA with practices of other BIAs and allow more focus on service delivery and program impact.
2. **Adjust the mandatory board seats to be recommended board seats, to make Board administration easier.** Section 13 of Ordinance 126093 includes highly specific board seat requirements that have become increasingly difficult to fulfill. This rigidity has led to challenges in maintaining a full, effective board, due in part to the realities of volunteer engagement and turnover. By shifting from mandatory to recommended board roles, the UDBIA would retain the original intent of diverse representation while gaining flexibility to fill vacancies and maintain consistent governance.

Given the nature of the proposed changes, this legislation will not require a public hearing.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

### 3.d. Other Impacts

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

None.

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

None.

**Please describe any financial costs or other impacts of *not* implementing the legislation.**  
None. The University District BIA is established as a revenue-neutral program.

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

This legislation does not affect any City department other than the Office of Economic Development.

### 4. OTHER IMPLICATIONS

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

No

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

No

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

No.

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

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

There are no perceived impacts to vulnerable or historically disadvantaged communities with this legislation.



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

We did not conduct a Racial Equity Toolkit as part of this legislation.

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

There was no public communication associated with this legislation.

**e. Climate Change Implications**

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

This legislation is not likely to impact carbon emissions in a material way.

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

This legislation is not likely to impact Seattle's resiliency in a material way.

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

The U District BIA is an existing program.

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

**5. ATTACHMENTS**

**Summary Attachments:** None.



## Legislation Text

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**File #:** CB 121011, **Version:** 2

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to land use and zoning; establishing the Roots to Roofs Bonus Pilot Program; and adding new Sections 23.40.090 through 23.40.097 to the Seattle Municipal Code.

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

Section 1. The City Council finds and declares:

A. In April 2021 the City published *Market Rate Housing Needs and Supply Analysis*, which identified that:

1. Approximately 46,000 Seattle households are cost burdened, meaning that those households spend more than half of their incomes on rent;
2. Housing supply is not keeping pace with demand;
3. Housing costs are increasing more quickly than income;
4. The rental housing market has a shortage of housing affordable and available to lower income households;
5. Approximately 34,000 lower-wage workers commute more than 25 miles to Seattle demonstrating a latent demand for affordable workforce housing; and
6. As Seattle's share of higher income households grows, development of housing for those households increases economic and physical displacement of lower income residents.

B. With the passage of Chapter 332, Laws of 2023, Seattle must modify current land use regulations to accommodate a range of middle housing types. The City has an interest in exploring development pilots to

demonstrate development types and partnerships that leverage community assets to provide equitable development that will not contribute to economic and physical displacement of current residents.

C. Implementing the pilot program created by this ordinance is implementing an affordable housing incentive program under RCW 36.70A.540. The pilot program applies in most zones where residential development is allowed except some highrise zones, historic districts, and industrial areas that allow residential uses. Additional development capacity is available for development utilizing the pilot program in areas with historical racially restrictive covenants. Increased residential development in the area where the pilot program applies, in addition to supporting housing affordability, will increase housing choices and support development of housing and amenities, consistent with the Comprehensive Plan. The pilot program substantially increases residential development capacity for qualifying development in the areas where it applies. The increased residential development capacity provided in the areas where the pilot program applies can be achieved, subject to consideration of other regulatory controls on development.

D. After a public hearing, the Council has determined that rents affordable at variable Area Median Income (AMI) levels up to 80 percent is necessary to help subsidize units with deeper affordability and is needed to address local housing market conditions consistent with RCW 36.70A.540(2)(b)(iii).

Section 2. New Sections 23.40.090 through 23.40.097 are added to the Seattle Municipal Code as follows:

#### **23.40.090 Roots to Roofs Bonus Pilot Program - Purpose**

Sections 23.40.092 through 23.40.097 establish the requirements and alternative development standards for the Roots to Roofs Bonus Pilot Program. The purpose of the program is to demonstrate the social benefits of equitable development, including community-serving uses and housing available to a spectrum of household incomes by setting onsite affordability standards and incentives for development of housing and equitable development uses through partnerships between public, private, and community-based organizations.

#### **23.40.091 Definitions for Sections 23.40.090 through 23.40.097**

For the purposes of Sections 23.40.090 through 23.40.097:

“Equitable development use” means activities, as determined by rule, where all components and subcomponents of the use provide mitigation against displacement pressure for individuals, households, businesses, or institutions, that comprise a cultural population at risk of displacement. Equitable development uses may include but are not limited to activities such as gathering space, arts and cultural space, educational programming or classes, childcare centers, direct services, job training, or space for other social or civic purposes. Equitable development uses may also include commercial uses, such as commercial kitchens and food processing, craft work and maker spaces, cafes, galleries, co-working spaces, health clinics, office spaces, and retail sales of food and goods. Space occupied by an equitable development use must remain in that use or another equitable development use for a period of at least 50 consecutive years. The requirement that space be occupied by an equitable development use shall be subject to a covenant, regulatory agreement, or other legal instrument recorded on the title of the property and enforceable by The City of Seattle.

“Qualifying community development organization” means a nonprofit organization registered with the Washington Secretary of State, a public development authority created pursuant to RCW 35.21.730, or a public housing authority created pursuant to RCW 35.82.030, that has as its purpose the creation or preservation of affordable housing, affordable commercial space, affordable arts space, community gathering spaces, or equitable development uses. A qualifying community development organization may consist of a partnership among one or more qualifying community development organizations, one or more qualifying community development organizations and a partnering for-profit development entity, or a partnership or limited liability company of which at least one qualifying community development organization serves as the controlling general partner or managing member.

“Qualifying development” means a development located on a site in which a qualifying community development organization has a legally established and ongoing property-related interest on the date of complete building permit application submittal. To have a legally established and ongoing property-related

interest, a qualifying community development organization, alone or in combination with other qualifying community development organizations, shall own at least 51 percent of the property and have a controlling and active management role in a corporation or partnership that owns a property, such as a sole managing member of a limited liability company or sole general partner of a limited partnership.

“Racially restrictive covenant” means a discriminatory provision in a property deed or other real estate document that prohibits ownership, lease, or occupation of property based on race, color, religion, or national origin.

#### **23.40.092 Enrollment period and eligibility requirements**

A. The enrollment period for the Roots to Roofs Bonus Pilot Program expires on the earlier of: when applications meeting the requirements of Section 23.40.092 have been submitted for 35 projects; or December 31, 2035. The Director shall not accept applications for more than five projects for each Council district.

B. To qualify for the Roots to Roofs Bonus Pilot Program, development must meet the following eligibility requirements:

1. Be a qualifying development;
2. Be located in a Neighborhood Residential; Multifamily, except Highrise; Commercial; or Seattle Mixed zone;
3. In commercial zones, have at least 75 percent of gross floor area in residential or equitable development use;
4. Not be located in a designated historic district, unless it is on a site with historical racially restrictive covenants; and
5. Have at least 25 percent of dwelling units as moderate- income units.

#### **23.40.093 Alternative development standards**

A. In lieu of otherwise applicable development standards contained in Chapters 23.44, 23.45, 23.47A, and 23.48, a proposed development that meets the requirements of Section 23.40.092 may meet the applicable

alternative development standards of Sections 23.40.094 through 23.40.097. A determination by the Director that development meets the alternative development standards of Section 23.40.094 through 23.40.097 is a Type I decision.

**B. Split-zoned lots**

1. On lots located in two or more zones, the FAR limit for the entire lot shall be the highest FAR limit of all zones in which the lot is located, provided that at least 51 percent of the total lot area is in the zone with the highest FAR limit.

2. On lots located in two or more zones, the height limit for the entire lot shall be the highest height limit of all zones in which the lot is located, provided that at least 51 percent of the total lot area is in the zone with the highest height limit.

3. For the purposes of subsections 23.40.090 through 23.40.097, the calculation of the percentage of a lot or lots located in two or more zones may include lots that abut and are in the same ownership at the time of the permit application.

**C. Eligible projects are exempt from the requirements of Chapter 23.41 and Section 23.54.015.**

**D. Notwithstanding the requirements of subsection 25.11.070, no Tier 2 trees may be removed for development on sites in neighborhood residential zones located in environmental justice priority areas identified by the Director's rule promulgated pursuant to this ordinance.**

**23.40.094 Development otherwise subject to the requirements of Chapter 23.44**

**A. Development permitted pursuant to Section 23.40.092 located in a neighborhood residential zone may meet the following development standards:**

1. The maximum lot coverage is 65 percent of lot area.
2. The FAR limit is 1.8. The FAR limit applies to the total chargeable floor area of all

structures on the lot.

3. The maximum height is 40 feet.

B. Development permitted pursuant to Section 23.40.092 located in a neighborhood residential zone and on a site with historical racially restrictive covenants may meet the following development standards:

1. The maximum lot coverage is 75 percent of lot area.

2. The FAR limit is 2.5. The FAR limit applies to the total chargeable floor area of all structures on the lot.

C. Permitted uses. In addition to the uses listed in Section 23.44.006, the following uses are permitted outright on lots meeting the requirements of Section 23.40.092: apartments, cottage housing development, rowhouse development, townhouse development, and equitable development.

D. No structure shall be closer than 5 feet to any lot line. If a setback abuts an alley, no setback is required.

#### **23.40.095 Development otherwise subject to the requirements of Chapter 23.45**

A. Floor area for development permitted pursuant to Section 23.40.092 located in a multifamily zone

1. The FAR limits for eligible development are shown in Table A for 23.40.095.

<b>Table A for 23.40.095 FAR limits for development permitted pursuant to Section 23.40.09</b>			
	<b>FAR limit</b>	<b>FAR limit on sites with historical racially restrictive covenants</b>	<b>Maximum additional exempt FAR<sup>1</sup></b>
LR1 and LR2	2.0	2.4	1.0
LR3 outside urban center urban villages	2.5	3.2	1.0
LR3 inside urban center urban villages	3.0	3.8	1.0
MR	5.6	5.8	1.0
Footnote to Table A for 23.40.095 <sup>1</sup> Gross floor area for uses listed in subsection 23.40.095.A.2 to this amount.			

2. In addition to the FAR exemptions in subsection 23.45.510.D, an additional FAR exemption up to the total amount specified in Table A for 23.40.095 is allowed for any combination of the following floor area:

- a. Floor area in dwelling units with two or more bedrooms and a minimum net unit area of 850 square feet;
- b. Floor area in equitable development use;
- c. Floor area in a structure designated as a Landmark pursuant to Chapter 25.12; and
- d. All floor area in a development located within 1/4 mile (1,320 feet) of a transit stop or station served by a frequent transit route as determined pursuant to subsection 23.54.015.B.4.

B. Maximum height for development permitted pursuant to Section 23.40.092 located in a multifamily zone

1. The height limit for eligible development is shown in Table B for 23.40.095.

Table B for 23.40.095 Structure height for development permitted pursuant to Section 2	
Zone	Height limit (in feet)
LR1	40
LR2	50
LR3 outside urban centers and urban villages	55
LR3 inside urban centers and urban villages	65
MR	95

C. Density limits for development permitted pursuant to Section 23.40.092 located in a multifamily zone.

Development permitted pursuant to Section 23.40.092 is not subject to the density limits and family-size unit requirements of Section 23.45.512.

#### **23.40.096 Development otherwise subject to the requirements of Chapter 23.47A**

A. Maximum height. Development permitted pursuant to Section 23.40.092 located in a NC zone or C zone with a height limit designated on the Official Land Use Map, Chapter 23.32, is subject to the height limits shown in Table A for 23.40.096.



**Table A for 23.40.096 Additional height for development permitted pursuant to Section 23.40.092**

Mapped zone height limit (in feet)	Height limit (in feet) for development permitted pursuant to Section 23.40.092
30	55
40	75
55	85
65	95
75	95
85	145
95	145

B. Floor area for development permitted pursuant to Section 23.40.092 located in a NC zone or C zone

1. The FAR limits for eligible development is shown in Table B for 23.40.096.

**Table B for 23.40.096 FAR limits for development permitted pursuant to Section 23.40.092**

Mapped height limit (in feet)	FAR limit	FAR limit on sites with historical racially restrictive covenants	Maximum additional exempt FAR <sup>1</sup>
30	3.00	3.25	0.5
40	3.75	4.00	1.0
55	4.75	5.00	1.0
65	4.50	5.75	1.0
75	5.50	6.00	1.0
85	7.25	7.50	2.0
95	7.50	7.75	2.0

Footnote to Table B for 23.40.096 <sup>1</sup> Gross floor area for uses listed in subsection 23.40.096.B.2 are exempt from FAR calculations up to this amount.

2. In addition to the FAR exemptions in subsection 23.47A.013.B, an additional FAR exemption up to the total amount specified in Table B for 23.40.096 is allowed for any combination of the following floor area:

- a. Floor area in dwelling units with two or more bedrooms and a minimum net unit area of 850 square feet;
- b. Floor area in equitable development use; and
- c. Floor area in a structure designated as a Landmark pursuant to Chapter 25.12; and

d. All floor area in a development located within 1/4 mile (1,320 feet) of a transit stop or station served by a frequent transit route as determined pursuant to subsection 23.54.015.B.4.

C. Upper-level setback. An upper-level setback of 8 feet from the lot line is required for any street-facing facade for portions of a structure exceeding the mapped height limit designated on the Official Land Use Map, Chapter 23.32.

### **23.40.097 Development otherwise subject to the requirements of Chapter 23.48**

A. Maximum height. The height limit for residential uses in development permitted pursuant to Section 23.40.092 in a SM zone is increased by the following amounts:

1. For zones with a mapped height limit of 85 feet or less, 20 feet.
2. For zones with a mapped height limit greater than 85 feet, 40 feet.

B. Floor area. The FAR limit for residential uses in development permitted pursuant to Section 23.40.092 in a Seattle Mixed zone is increased by the following amounts:

1. For zones with a mapped residential height limit of 85 feet or less, 1.0 FAR.
2. For zones with a mapped residential height limit greater than 85 feet, 2.0 FAR.

Section 3. The Directors of the Seattle Department of Construction and Inspections, the Office of Housing, and the Office of Planning and Community Development, shall in consultation with the Equitable Development Initiative Advisory Board promulgate by Director's Rule:

A. A process and criteria for verifying that an organization is a qualifying community development organization with a legally established and ongoing property-related interest in a site that would make it eligible to apply for development under the pilot program created by this ordinance. A qualifying community development organization may consist of a partnership between a qualifying community development organization and one or more community development organizations that do not have as their purpose the creation or preservation of affordable housing, or

affordable commercial space, affordable arts space, community gathering spaces, or equitable development uses. Partnering community development organizations could include incorporated entities that advocate or provide services for refugees, immigrants, communities-of-color, members of the LGBTQIA communities, members of the community experiencing homelessness, and persons at risk of economic displacement. Partnering community development organizations could also include community-based organizations eligible for the new Jumpstart Acquisition and Preservation Program, which was added to the Housing Funding Policies through Ordinance 126611.

B. A regulatory definition of “equitable development use” and a process and criteria for ensuring that an equitable development use will continue to occupy leasable space for the life of a development.

C. A rule requiring participation for qualifying development in census tracts identified by the Office of Housing for the community preference policy for participation in the Community Preference Program.

D. A rule identifying environmental justice priority areas for the purposes of protecting Tier 2 trees. The boundaries of environmental justice priority areas should be consistent with those identified in the *2021 City of Seattle Tree Canopy Assessment Final Report*.

Section 4. By March 31, 2030, the City Council, in consultation with the Seattle Planning Commission, will evaluate the pilot to assess its effectiveness in achieving the following objectives:

- A. Providing affordable workforce housing for communities and households that are cost-burdened;
- B. Providing neighborhood-serving equitable development uses;
- C. Forestalling or preventing economic and physical displacement of current residents; and
- D. Demonstrating a variety of missing middle housing types that are affordable to households

with a range of household incomes.

The evaluation shall include a review of the number of applications by district, and type of development proposed, and the partnership structure associated with each qualifying development. For built projects, the review shall also include rents charged for residential units by size and unit type and the rents charged for equitable development space in the development with a comparison to market rents for each submarket in which a qualifying development is located.

Section 5. Section 2 of this ordinance shall take effect 160 days after its passage by the City Council or the effective date of the Director's Rule required by Section 3, whichever is earlier.

Section 6. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

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

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

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

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

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

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Scheereen Dedman, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
LEG	Ketil Freeman	NA

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to land use and zoning; establishing the Roots to Roofs Bonus Pilot Program; and adding new Sections 23.40.090 through 23.40.097 to the Seattle Municipal Code.

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

The proposal would establish a term-limited, pilot program to encourage development with low to moderate income housing and neighborhood-serving equitable development uses. The pilot is intended to model equitable development and partnership types that mitigate current direct and indirect residential and non-residential displacement pressure and address land use patterns caused by redlining and the use of racially restrictive covenants. The pilot would end by 2035 or after 35 qualifying projects have applied, whichever is earlier.

Specific elements of the proposal include:

- Defining equitable development uses broadly as activities where all components and subcomponents of the use provide mitigation against displacement pressure for individuals, households, businesses, or institutions comprise a cultural population at risk of displacement.
- Identifying minimum qualifications for program eligibility, including organization types and ownership interests among partner organizations.
- Establishing two options for the provision of a required minimum amount of affordable housing.
- Providing additional height, allowable floor area, exemptions from floor area calculations, and other development standard modifications for participating projects that, in addition to affordable housing, provide any of the following features:
  - Location in areas with historical racially restrictive covenants; and
  - Provision of equitable development uses.
- Exempting eligible development from participation in the Design Review and parking minimums.
- Directing the Directors of the Seattle Department of Construction and Inspections (SDCI), the Office of Planning and Community Development (OPCD), and OH to promulgate a Director's Rule for administering the program.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

☐ Yes ☒ No

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

### 3.d. Other Impacts

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

The proposed legislation directs that SDCI, OPCD, and OH promulgate a Director's Rule identifying processes and criteria for vetting and verifying potential pilot program participants. Developing a joint Director's Rule Can likely be accomplished with existing staff and resources in OPCD's Equitable Development Initiative Division, OH's policy and planning team, and SDCI's code development group.

However, while developing a joint rule those departments may identify the need for ongoing resources to staff the pilot or provide technical assistance to potential program participants. While identification of needed resources is premature, those could include a .5 FTE term-limited position for the life of the program. That could be either a Senior Planning and Development Specialist at the OPCD or a Senior Community Development Specialist at OH. The fully loaded cost for each part-time position is approximately \$90,000 annually.

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

See above.

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

None.

## 4. OTHER IMPLICATIONS

**a. Please describe how this legislation may affect any departments besides the originating department.**

The legislation directs that SDCI, OH, and OPCD promulgate a Director's Rule for administering the program. Program applicants would have permit applications reviewed by SDCI.

- b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

The proposed legislation would apply to up to 35 projects over a ten-year period in most zones where residential development is allowed. The exact location of potential sites would depend on site control by organizations that qualify to participate in the pilot.

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

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

The legislation would provide a new tool to address the challenges of housing affordability and displacement, both of which disproportionately impact BIPOC communities. When implemented with the support of public funds and tools like community preference, the proposed policy could help address historic and current injustices resulting from institutionalized racist practices by supporting community-driven and community-owned development.

- d. Climate Change Implications**

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

The legislation is not likely to have a material effect on carbon emissions. To the extent that the legislation facilitates incrementally more or larger affordable housing development in Seattle, the legislation could marginally increase the number of Seattle residents, specifically lower-income households, able to live in compact neighborhoods where they can meet their daily needs without the use of a vehicle.

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

No



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

Not applicable.

## 5. CHECKLIST

- ☐ **Is a public hearing required? Yes.**
- ☐ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required? Yes.**
- ☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**

Not applicable.

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

Not applicable

## 6. ATTACHMENTS

**List Summary Attachments (if any):**



## Legislation Text

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**File #:** CB 121048, **Version:** 2

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to land use and zoning; adopting temporary regulations to exempt housing projects that meet Mandatory Housing Affordability requirements using on-site performance units from Design Review, and allowing permit applicants for all housing subject to Full Design Review the option of complying with Design Review pursuant to Administrative Design review; temporarily suspending and allowing voluntary design review of proposed development in Titles 23 and 25 of the Seattle Municipal Code, consistent with Chapter 333, Laws of 2023; and amending Section 23.41 of the Seattle Municipal Code.

WHEREAS, on October 18, 1993 the City Council adopted Ordinance 116909, establishing a Design Review program; and

WHEREAS, the City Council intended for the Design Review program to encourage better design and site planning to: help new development enhance the character of the City and sensitively fit into neighborhoods; provide flexibility in the application of development standards to meet the intent of the Land Use Code, City policy, neighborhood objectives, and mitigate the impacts of new development on neighborhoods; and promote and support communication and mutual understanding among applicants, neighborhood, the City, and the community of the future development early on and throughout the development review process; and

WHEREAS, Engrossed Substitute House Bill 1293 (Chapter 333, Laws of 2023) added new requirements for local design review programs starting June 30, 2025; and

WHEREAS, the Seattle Department of Construction and Inspections (SDCI) is working on permanent legislation to amend the Design Review Program to comply with Engrossed Substitute House Bill 1293 and to respond to the stakeholder and public engagement recommendations, including reducing design

review requirements and design review permit review times to promote housing production and thereby reduce housing costs in a time of great need in the City and region; and

WEHREAS, SDCI is also working on updates to the Seattle Design Guidelines and Design Guidelines for Downtown Development to make project design and permitting simpler to promote housing production and reduce housing costs; and

WHEREAS, this proposed interim ordinance makes the Design Review Program voluntary for six months to give Seattle additional time to comply with Engrossed Substitute House Bill 1293; and

WHEREAS, by making the Design Review Program voluntary, the proposed ordinance will decrease permit review times to promote housing production and reduce housing costs at a time of great need in the City and region; and

WHEREAS, in July 2023, the City adopted temporary affordable housing Design Review regulations through Ordinance 126854, with an effective date of August 14, 2023, and an expiration date of August 14, 2025, to exempt housing projects that meet Mandatory Housing Affordability (MHA) requirements using on-site performance units from Design Review, adopting a work plan; and

WHEREAS, this proposed ordinance will reenact the temporary affordable housing Design Review regulations; and

WHEREAS, the Design Review exemption for projects that meet MHA requirements using onsite performance units resulted in a marked increase in the overall number of performance units. In 2023, prior to the MHA onsite exemption, a total of 119 MHA performance units were in service. From the adoption of the MHA onsite exemption through April of 2025, an additional 211 onsite performance units have been proposed. This Design Review exemption pilot has shown its potential to more than double MHA onsite performance units; and

WHEREAS, this proposed interim ordinance, in concert with a forthcoming permanent ordinance, seeks to mitigate displacement in the long-term by increasing housing production and reducing housing costs;

and

WHEREAS, development project applicants can realize better design and safety outcomes through early consideration of the full suite of CPTED principles; and

WHEREAS, the City of Seattle recognizes the value in consideration of public safety in all aspects of city work; and

WHEREAS, SDCI evaluated the environmental impact of the proposed ordinance, prepared a threshold determination under the State Environmental Policy Act, and sought public comment on the ordinance;  
NOW, THEREFORE,

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

Section 1. Section 23.41.002 of the Seattle Municipal Code, last amended by Ordinance 125429, is amended as follows:

**3.41.002 - Purpose**

The purpose of Design Review is to:

A. Encourage better design and site planning to help ensure that new development enhances the character of the city and sensitively fits into neighborhoods, while allowing for diversity and creativity; and

B. Provide flexibility in the application of development standards to better meet the intent of the Land Use Code as established by City policy, to meet neighborhood objectives, and to provide for effective mitigation of a proposed project's impact and influence on a neighborhood; and

C. Promote and support communication and mutual understanding among applicants, neighborhoods, and the City early and throughout the development review process.

D. Promote the consideration of public safety in design as a way to reduce crime and improve quality of life.

Section 2. Section 23.41.004 of the Seattle Municipal Code, last amended by Ordinance 127100, is

amended as follows:

### **23.41.004 Applicability**

\* \* \*

#### E. Temporary provisions

1. Developments with units provided on-site to comply with Chapter 23.58C through the performance option

a. A development proposal subject to design review under subsection 23.41.004.A that is complying with Chapter 23.58C solely through the performance option by providing affordable units on-site according to subsection 23.58C.050.C shall be exempt from design review if the applicant files a valid and complete building permit application electing the exemption while this ordinance is in effect.

b. A development proposal subject to design review under subsection 23.41.004.A that is complying with Chapter 23.58C solely through the performance option by providing affordable units on-site according to subsection 23.58C.050.C that is vested according to Section 23.76.026 prior to the effective date of this ordinance may elect to be processed as allowed by subsection 23.41.004.E.

c. The design review exemption under subsection 23.41.004.E.1 shall be rescinded for a development proposal that changes from the performance option to the payment option at any time prior to issuance of a building permit.

d. Requests for departures. If a project subject to design review under subsection 23.41.004.A is exempt from design review according to subsection 23.41.004.E.1, the Director may consider requests for departures from any development standard in this Title 23, except as otherwise limited in subsection 23.41.012.B.

e. Departures decision. Requests for departures according to subsection 23.41.004.E.1.d shall be evaluated and may be granted by the Director as a Type I decision if the departure would result in additional housing units being constructed.

f. The provisions of this subsection 23.41.004.E.1 shall be in effect for six months from the effective date of this ordinance.

2. Low-income housing

a. Notwithstanding any contrary provision of this Title 23, the Director may consider requests for departures from any development standard in this Title 23, except as otherwise limited in subsection 23.41.012.B, for low-income housing.

b. Departures decision. Requests for departures shall be evaluated by the Director, in consultation with the Office of Housing, in light of the particular population designed to be served by the project, and may be granted by the Director as a Type I decision if the departure would result in additional housing units being constructed.

c. The provisions of this subsection 23.41.004.E.2 shall be in effect for six months from the effective date of this ordinance.

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F. Interim suspension of required design review for all proposed development

1. Notwithstanding any contrary provision of this Title 23 and Title 25, including but not limited to Chapters 23.40, 23.41, 23.42, 23.45, 23.47A, 23.48, 23.49, 23.57, 23.58B, 23.58C, 23.60A, 23.61, 23.73, 23.76, 25.05, 25.11, 25.16, 25.20, and 25.22, required design review is temporarily suspended for all proposed development.

2. Applicants of proposed development that is being reviewed pursuant to the full, administrative, or streamlined design review process as of the effective date of this ordinance may elect to continue review under the design review process or withdraw the proposed development from the design review process. Applicants of all other proposed development may elect, at any time during the effective period of this ordinance, their proposed development be reviewed pursuant to the full, administrative, or streamlined design review process. Applicants with projects meeting the thresholds for full design review pursuant to

Section 23.41.004.A that elect to continue review, or elect review, under the design review process may choose administrative design review.

3. The provisions of this subsection 23.41.004.F shall be in effect for six months from the effective date of this ordinance.

Section 2. The interim regulations set forth in Section 1 of this ordinance shall be in effect for a period of six months from the effective date of this ordinance and shall automatically expire after the six month period unless the same is extended as provided by statute, or unless terminated sooner by the City Council.

Section 3. The City Council may renew these interim regulations for one or more six-month periods in accordance with RCW 36.70A.390.

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)



## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Department of Construction and Inspections	Chanda Emery	Jennifer Breeze

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to land use and zoning; adopting temporary regulations to exempt housing projects that meet Mandatory Housing Affordability requirements using on-site performance units from Design Review, and allowing permit applicants for all housing subject to Full Design Review the option of complying with Design Review pursuant to Administrative Design review; temporarily suspending and allowing voluntary design review of proposed development in Titles 23 and 25 of the Seattle Municipal Code, consistent with Chapter 333, Laws of 2023; and amending Section 23.41.004 of the Seattle Municipal Code.

**Summary and Background of the Legislation:** During the 2023 session, the State legislature passed House Bill (HB) 1293, which requires Seattle and other cities and counties that have a design review program to meet certain requirements.

HB 1293 requirements include:

- Using objective rather than subjective guidelines;
- Having only one public meeting as part of the review process;
- Regulating building exteriors only;
- Maintaining the density, height, bulk, or scale at what zoning allows; and
- Integrating design review into the development permit process.

In addition, the City Council adopted a Statement of Legislative Intent (SLI), [City Council SLI SDCI 4A1](#), in 2022. The SLI directed Seattle Department of Construction and Inspections (SDCI) and Office of Planning and Community Development (OPCD) to work with a stakeholder group to analyze the outcomes of Seattle’s design review program and recommend best practices, and options for program modifications, including addressing barriers to equitable participation. SDCI and OPCD delivered this [analysis](#) to Council in August 2024. The Mayor’s Housing Subcabinet has also directed SDCI to make land use codes and permitting processes simpler and more efficient, to reduce the time and cost of permitting housing.

SDCI is proposing amendments to the land use code to update design review to carry out state law, direction from the City Council and Mayor. Carrying out these state mandates is intended to update the design review program to be more efficient, better meet the current needs of the City for new investment, particularly in varying and more housing options throughout the City and focus the program on good design outcomes for development projects that are most likely to impact the character of neighborhoods.

This legislation would temporarily suspend required design review for six months, making design review voluntary for proposed development. These regulations will be in place while SDCI works to update the design review program and guidelines as required by ESHB 1293, as well as updating affordable housing measures. These permanent changes are intended to update the design review program to be more efficient; better meet the current needs of the city for new investment, particularly in varying and more housing options throughout the city; and focus the program on good design outcomes for developments that are most likely to impact the character of neighborhoods with the highest concentrations of residents and visitors. The additional time is needed for City staff to respond to the stakeholder and public engagement recommendations and to work through code amendments, Director's Rules, Tips, and guidance documents to clarify code requirements and procedures. Permanent legislation and new Design Guidelines are anticipated for council review following the 2025 budget process.

The interim suspension applies to three types of design review: Streamlined Design Review (SDR), Administrative Design Review (ADR), and Full Design Review (FDR) with Design Review Board (DRB) input. Design review does not apply to single-family detached residences. Design review does not include life and safety reviews which are regulated by other permits and other parts of the Seattle Municipal Code.

This legislation also reenacts temporary regulations established by Ordinance 126854 for six months. The temporary regulations exempt proposed development that meet Mandatory Housing Affordability requirements using on-site performance units and low-income housing from Design Review, but allow the Director to approve departures for qualifying proposed development as a Type I decision.

On September 15<sup>th</sup> the LUC amended the bill to allow projects that opt-in to design review and would meet the thresholds for FDR to instead have the option of being processed under ADR, and to make a technical correction. No additional budgetary impacts are anticipated.

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

#### 3.d. Other Impacts

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

No, the legislation does not have any associated costs. The proposed legislation would suspend required Design Review and would not add additional staffing or program costs.

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

No, the legislation does not have any associated costs. The proposed legislation would suspend required Design Review and would not add additional staffing or program costs.

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

No, the legislation does not have any associated costs. The proposed legislation would suspend required Design Review and would not add additional staffing or program costs. Not implementing the legislation makes the City vulnerable to legal challenges for money damages which could result in financial impacts to the City.

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

**a. Please describe how this legislation may affect any departments besides the originating department.**

The City department with direct responsibility for implementation and enforcement of this legislation is the Seattle Department of Construction and Inspections (SDCI), the originating department.

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

Yes. The legislation affects properties citywide, largely zoned multifamily, commercial, downtown and industrial. The SDCI recommended thresholds for design review of permit applications would result in an estimated reduction of 58 design review applications per year. This is a roughly estimated 40 percent reduction from the 145 applications reviewed per year for a representative base year that is a higher activity year.

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

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

The legislation is not anticipated to negatively impact vulnerable or historically disadvantaged communities. Potential benefits of the proposal to those communities include:

- Encouraging the production of housing by speeding up permitting (and thus project completion) for some projects, allowing units to reach the housing market more quickly, increasing supply; and
- Enhancing web-based tools, which could allow for increased efficiency and transparency in the permit process.

SDCI's engagement strategy included focused outreach and engagement with Black, Indigenous, and People of Color (BIPOC) communities, BIPOC Design Review Stakeholders (BIPOC DRS), Design Review Board members past and present, SDCI Design Review staff, BIPOC-led social development organizations and BIPOC youth. Feedback gathered from BIPOC communities focused on program and guideline deficiencies; community assets and priorities; public engagement methods; and considerations for fostering equitable development in Seattle. Community members expressed that the overall complexity and timeliness of the process can be a large barrier to the successful completion of development projects. Thus, the draft legislation was prepared to address these concerns by simplifying the processes and steps and streamlining the process (refer to "*Seattle Design Review Program & Design Guidelines: Fall 2024 Outreach*" report prepared by Seva Workshop, January 2025 for additional information).

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

In October and November of 2024, SDCI engaged with over 1,500 community members about the Design Review program and Design Guidelines and how they can be improved to address community goals and issues, support equitable development, and support needed and future development in their communities. The engagement was conducted through stakeholder interviews and focus groups, outreach at community events, and an online survey.

An analysis of survey responses, interviews, and focus group discussions centered on five specific themes: the Design Review program, design guidelines, community assets and priorities, public engagement, and equitable development. The feedback collected was utilized to formulate recommendations and identify areas for further exploration to enhance the program, prioritize community goals and interests, support new development that is mindful of and encourages culturally rooted and enriched urban design.

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

Project documents including the SEPA Draft legislation and the City's SEPA Determination, pursuant to environmental review under the State Environmental Policy Act (SEPA) will be published on the SDCI website with options for multiple languages including the top tier languages used in Seattle. Notices will also be published in the *The Daily Journal of Commerce* and in the City's Land Use Information Bulletin.

**d. Climate Change Implications**

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

This legislation is likely to have little to no impact on carbon emissions. The proposal does not change current zoning including land and shoreline uses. The proposed changes would continue to allow land uses and land use patterns that are compatible with the objectives and intent of the Comprehensive Plan.

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

This legislation is likely to have no impact on climate change.

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

This legislation does not include a new initiative nor any major programmatic expansion.

**5. CHECKLIST**

- ☒ **Is a public hearing required?**

Yes. The City Council is required to hold a public hearing on the proposal and will conduct a public hearing during their review of the proposed legislation anticipated to be held in 2025.

- ☒ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**

Yes. Publication of notice of the Council public hearing will be made in *The Daily Journal of Commerce* and in the City's Land Use Information Bulletin. Environmental review under the State Environmental Policy Act (SEPA) is also required for this legislation, and publication of notice of the environmental determination was also made in *The Daily Journal of Commerce* and in the City's Land Use Information Bulletin.

- ☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**  
Yes.

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

## 6. ATTACHMENTS

**Summary Attachments:** None.



## Legislation Text

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**File #:** CF 314534, **Version:** 1

---

Application of Scott Carr for a contract rezone of a site located at 352 Roy Street from Seattle Mixed Uptown with a 65-foot height limit and Mandatory Housing Affordability overlay (SM-UP 65 (M)) to Seattle Mixed Uptown with an 85-foot height limit and Mandatory Housing Affordability overlay (SM-UP 85 (M)) (Project No. 3041336-LU; Type IV).

The Rezone Material is provided as an attachment.

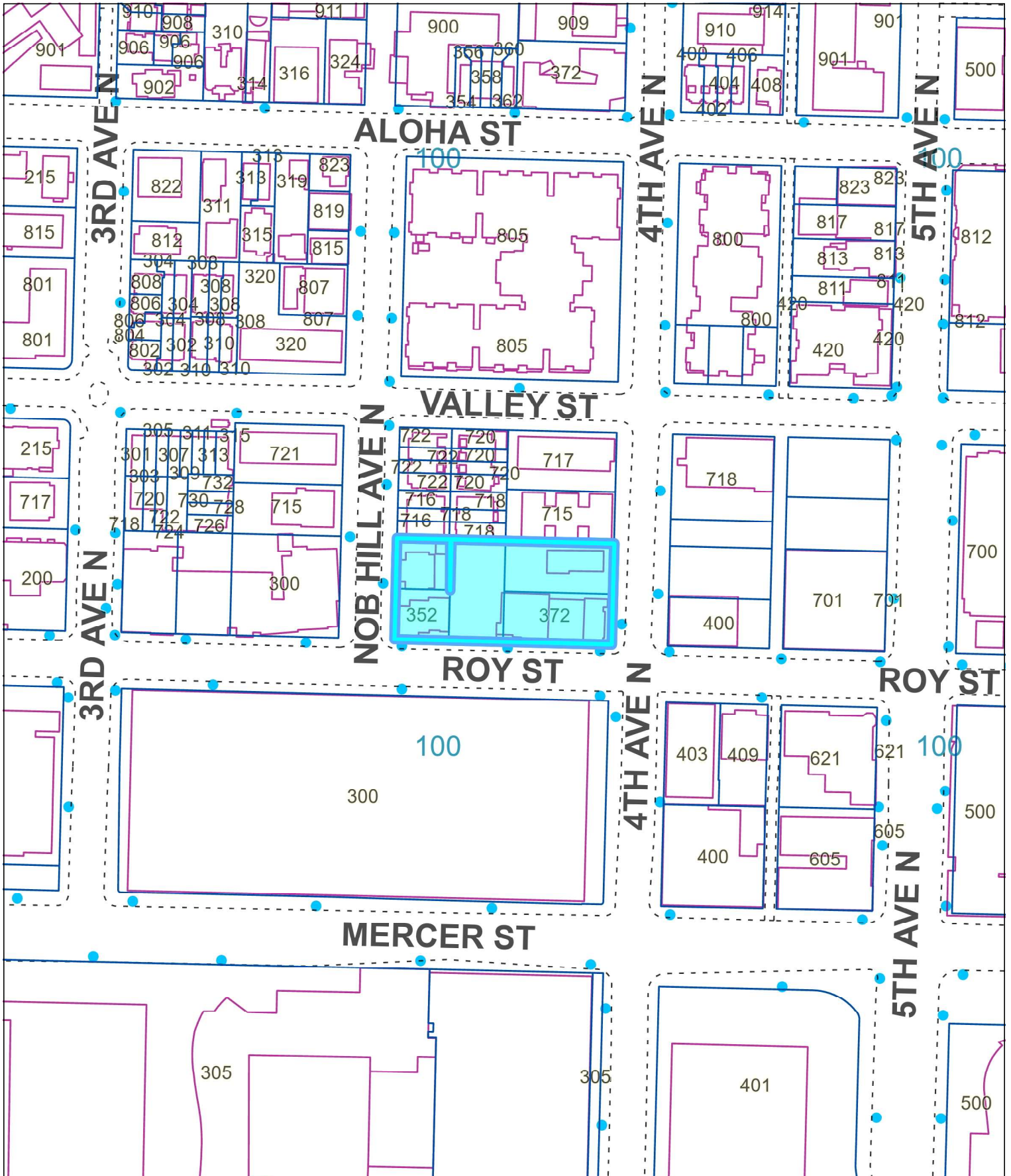


# 3041336-LU / REZONE

325 Roy St  
MAP #100



Feet  
0 150





FINDINGS, CONCLUSIONS, AND DECISION  
OF THE CITY COUNCIL OF THE CITY OF SEATTLE

In the matter of the Petition:	)	Clerk File 314534
	)	
Application of Kamiak Real Estate,	)	FINDINGS, CONCLUSIONS,
LLC, for a contract rezone of a site	)	AND DECISION
located at 352 Roy Street from Seattle	)	
Mixed Uptown Urban Center with a	)	
65-foot height limit (SM-UP 65 (M))	)	
to the same designation, but with an	)	
85-foot height limit (SM-UP 85 (M)).	)	
and accepting a Property Use and	)	
Development Agreements as a	)	
condition of rezone approval.	)	
(Application of Kamiak Real Estate,	)	
LLC, C.F. 314534, SDCI Project	)	
3041336-LU).	)	

**Introduction**

This matter involves a petition by Kamiak Real Estate, LLC, (Applicant) for a contract rezone of an approximately 30,720 square foot site located on Roy Street between Nob Hill Ave N and 4<sup>th</sup> Ave N.

The site is zoned Seattle Mixed - Uptown with a 65-foot height limit with a Mandatory Housing Affordability M suffix (SM-UP 65 (M)). The proposed rezone would be to the same designation, but with an 85-foot height limit (SM-UP 85 (M)).

Attachment A shows the area to be rezoned. Attachment B provides a legal description of the site (the “Property”).

The proposed development project is a mixed-use multi-family apartment project consisting of an 8 story, 215-unit mixed use apartment building with retail, and 128

below-grade parking spaces. The Applicant intends to satisfy MHA program requirements under SMC Chapter 23.58C through on-site performance.

The Seattle Department of Construction and Inspections (SDCI) recommended conditional approval of the application to the Hearing Examiner on June 5, 2025. The Hearing Examiner held an open-record public hearing on June 25, 2025, and on July 8, 2025, recommended conditional approval. On September 3, 2025, the Land Use Committee of the Council reviewed the record and the recommendations by SDCI and the Hearing Examiner and recommended approval of the contract rezone to the City Council.

### **Findings of Fact**

The Council hereby adopts the Hearing Examiner's Findings of Fact as stated in the Findings and Recommendation of the Hearing Examiner dated July 8, 2025.

### **Conclusions**

The Council hereby adopts the Hearing Examiner's Conclusions of Law as stated in the Findings and Recommendation of the Hearing Examiner dated July 8, 2025.

### **Decision**

The Council hereby GRANTS a rezone of the Property from Seattle Mixed Uptown with a 65 foot height limit and M Mandatory Housing Affordability suffix (SM-UP 65 (M)) to Seattle Mixed Uptown with an 85 foot height limit and M Mandatory Housing Affordability suffix (SM-UP 85 (M)), as shown in Attachment A.

The rezone is subject to the execution of a Property Use and Development Agreement (PUDA) requiring the owners to comply with certain conditions, as follows:

Prior to Issuance of a Building Permit

1. The rezone includes a Mandatory Housing Affordability suffix of (M).
2. Development of the rezoned property shall be subject to the requirements of SMC Chapters 23.58B and 23.58C. The PUDA shall specify the payment and performance calculation amounts for purposes of applying Chapters 23.58B and 23.58C.

For the Life of the Project

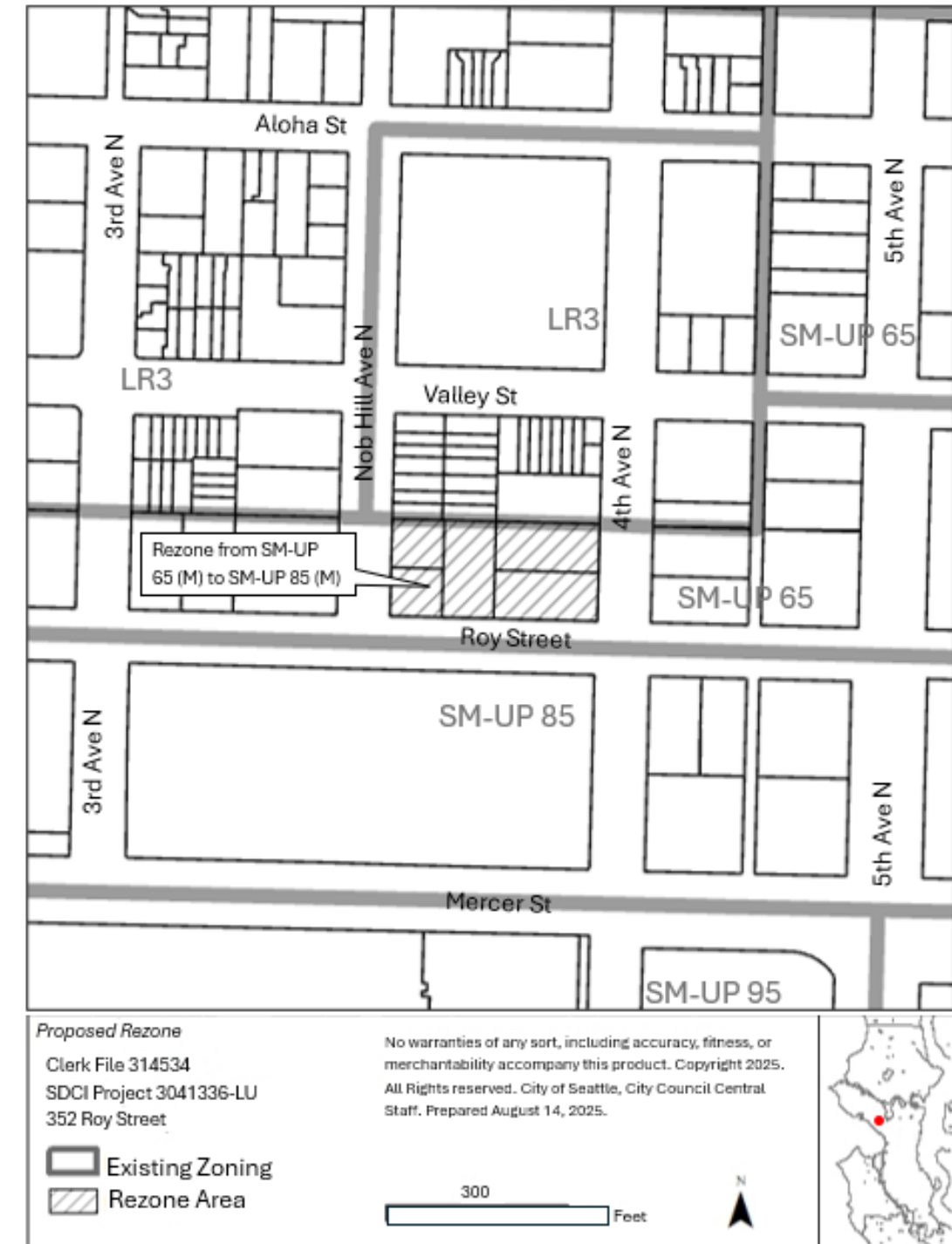
3. Development of the rezoned property shall be in accordance with the final approved Master Use Permit drawings for SDCI Project No. LU-3041336, including the structure design with the proposed 10-foot northern property setback, structure height of up to 85 feet, major modulation, and balconies on the north façade.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

City Council President

ATTACHMENT A



ATTACHMENT B

PARCEL 545780-1265

LOT 1, BLOCK 35, MERCER'S 2ND ADDITION TO NORTH SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

PARCEL 545780-1300

THE WEST HALF OF LOT 7, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

PARCEL 545780-1315

THE WEST HALF OF LOT 8, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

PARCEL 545780-1295

THE EAST HALF OF LOTS 7 AND 8, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

PARCEL 545780-1270

LOT 2, BLOCK 35, MERCER'S 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.



## Legislation Text

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**File #:** CB 121074, **Version:** 1

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 100 of the Official Land Use Map to rezone parcels located at 352 Roy Street from Seattle Mixed Uptown with a 65 foot height limit and M Mandatory Housing Affordability suffix (SM-UP 65 (M)) to Seattle Mixed Uptown with an 85 foot height limit and M Mandatory Housing Affordability suffix (SM-UP 85 (M)); and accepting a Property Use and Development Agreements as a condition of rezone approval. (Application of Kamiak Real Estate LLC, C.F. 314534, SDCI Project 3041336-LU)

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

Section 1. This ordinance rezones the following legally described property (“Property”) commonly known as 352 Roy Street:

PARCEL 545780-1265

LOT 1, BLOCK 35, MERCER’S 2ND ADDITION TO NORTH SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

PARCEL 545780-1300

THE WEST HALF OF LOT 7, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

PARCEL 545780-1315

THE WEST HALF OF LOT 8, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

PARCEL 545780-1295

THE EAST HALF OF LOTS 7 AND 8, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

PARCEL 545780-1270

LOT 2, BLOCK 35, MERCER'S 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON.

Section 2. Page 100 of the Official Land Use Map, Seattle Municipal Code Section 23.32.016, is amended to rezone the Property described in Section 1 of this ordinance, and shown in Exhibit A to this ordinance, from Seattle Mixed Uptown with a 65 foot height limit and M Mandatory Housing Affordability suffix (SMU-65 (M)) to Seattle Mixed Uptown with an 85 foot height limit and M Mandatory Housing Affordability suffix (SMU-85 (M)). Approval of this rezone is conditioned on complying with the Property Use and Development Agreement (PUDA) approved in Section 3 of this ordinance.

Section 3. The PUDA attached to this ordinance as Exhibit B is approved and accepted.

Section 4. The City Clerk is authorized and directed to file the PUDA with the King County Recorder's Office; to file the original PUDA along with this ordinance at the City Clerk's Office upon return of the recorded PUDA from the King County Recorder's Office; and to deliver copies of the PUDA and this ordinance to the Director of the Seattle Department of Construction and Inspections and to the King County Assessor's Office.

Section 5. This ordinance, effectuating a quasi-judicial decision of the City Council 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 \_\_\_\_\_, 2025, and signed by

me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

(Seal)

Exhibits:

Exhibit A - Rezone Map

Exhibit B - Property Use and Development Agreement for 352 Roy Street



# Exhibit A - Rezone Map



## Proposed Rezone

Clerk File 314534

SDCI Project 3041336-LU

352 Roy Street



Existing Zoning

Rezone Area

No warranties of any sort, including accuracy, fitness, or merchantability accompany this product. Copyright 2025. All Rights reserved. City of Seattle, City Council Central Staff. Prepared August 14, 2025.

300

Feet



<i>When Recorded, Return to:</i>	
<b>THE SEATTLE CITY CLERK</b> 600 Fourth Avenue, Floor 3 PO Box 94728 Seattle, Washington 98124-4728	

PROPERTY USE AND DEVELOPMENT AGREEMENT

<b>Grantor(s):</b>	Kamiak Real Estate, LLC
<b>Grantee:</b>	The City of Seattle
<b>Legal Description</b> <i>(abbreviated if necessary):</i>	See Attachment B
<b>Assessor's Tax Parcel ID #:</b>	Parcels: 545780-1265, 545780-1300, 545780-1315, 545780-1295, 545780-1270
<b>Reference Nos. of Documents Released or Assigned:</b>	n/a

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the “Agreement”) is executed this \_\_\_\_ day of \_\_\_\_\_, 2025, in favor of the CITY OF SEATTLE (the “City”), a Washington municipal corporation, by KAMIAK REAL ESTATE, LLC, a Washington Limited Liability Company (“Owner”).

## RECITALS

A. KAMIAK REAL ESTATE, LLC, is the owner of that certain real property, addressed as 352 Roy Street, in the City of Seattle, currently zoned Seattle Mixed Uptown with a 65 foot height limit and M Mandatory Housing Affordability suffix (SM-UP-65 (M)), and legally described in Attachment B (the “Property”).

B. In July 2021, the Owner submitted to the City an application under Project No. 3041336-LU to rezone the Property to Seattle Mixed Uptown with an 85 foot height limit and M Mandatory Housing Affordability Suffix (SM-UP-85 (M)) (the “Rezone”), as shown in Attachment A.

C. Seattle Municipal Code Section 23.34.004 allows the City to approve a rezone subject to “self-imposed restrictions” upon the development of the Property.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

## AGREEMENT

**Section 1. Agreement.** Pursuant to Seattle Municipal Code Section (“SMC”) 23.34.004, the Owner covenants, bargains, and agrees, on behalf of itself and its successors and assigns that it will comply with the following conditions in consideration of the Rezone:

### Prior to Issuance of a Building Permit

1. The rezone includes a Mandatory Housing Affordability suffix of (M).
2. Development of the Property shall be subject to the requirements of SMC Chapters 23.58B and 23.58C. For purposes of application of those Chapters, future development of the Property shall be subject to the following performance and payment requirements:
  - For Chapter 23.58B, 5% per square foot for the performance option or \$12.03 per square foot for the payment option; and

- For Chapter 23.58C, 7% of units for the performance option, with a payment for any fraction of a unit at the rate of \$30.55 per square foot.

*For the Life of the Project*

3. Development of the Property shall be in accordance with the final approved Master Use Permit drawings for SDCI Project No. 3041336-LU, including the structure design with the proposed 10-foot northern property setback, structure height of 85 feet, major modulation, and balconies on the north façade.

**Section 2. Mandatory Housing Affordability Under SMC Chapter 23.58C.** Development of the Property shall comply with SMC Chapter 23.58C through the performance option, with a payment for any fraction of a unit.

**Section 3. Agreement Runs With the Land.** This Agreement shall be recorded in the records of King County by the City Clerk. The covenants contained in this Agreement shall attach to and run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall apply to after-acquired title of the Owner.

**Section 4. Amendment.** This Agreement may be amended or modified by agreement between the Owner and the City; provided any amendments are approved by the City Council by ordinance.

**Section 5. Exercise of Police Power.** Nothing in this Agreement shall prevent the City Council from making further amendments to the Seattle Municipal Code or Land Use Code as it may deem necessary in the public interest.

**Section 6. No Precedent.** The conditions contained in this Agreement are based on the unique circumstances applicable to the Property and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

**Section 7. Repeal as Additional Remedy.** Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may:

a. Revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previous zoning designation or some other zoning designation imposed by the City Council; and

b. Pursue specific performance of this Agreement.

[signature and acknowledgment on following pages]

SIGNED this \_\_\_\_ day of \_\_\_\_, 2025.

KAMIAK REAL ESTATE, LLC, a Washington Limited Liability Company

By: \_\_\_\_

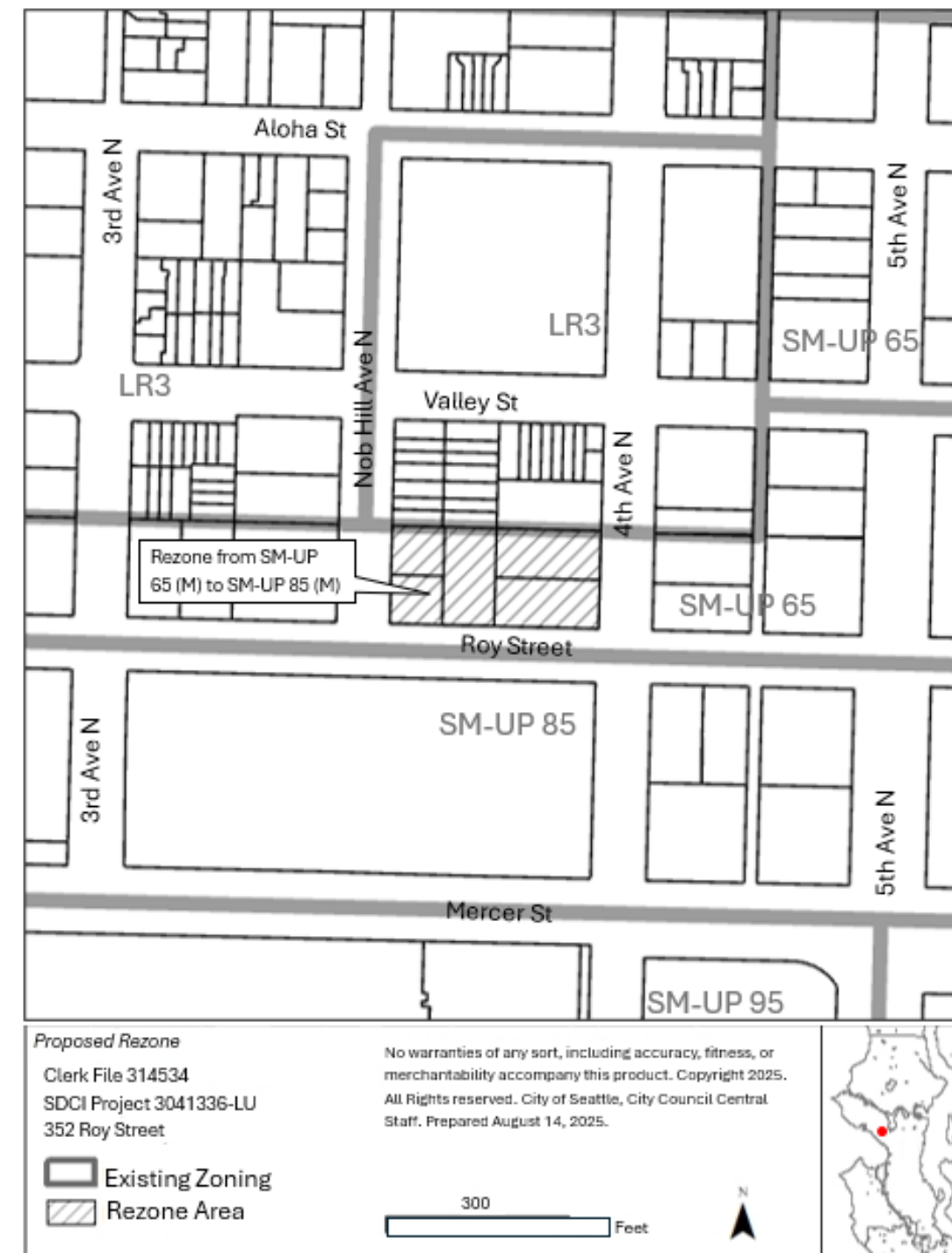
Its: \_\_\_\_\_

On this day personally appeared before me \_\_\_\_, to me known to be the \_\_\_\_, of \_\_\_\_, a Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of \_\_\_\_, 2025.

		Printed Name _____
		NOTARY PUBLIC in and for the State of Washington, residing at _____
		My Commission Expires _____
STATE OF WASHINGTON  COUNTY OF KING	}	ss.

ATTACHMENT A



ATTACHMENT B

PARCEL 545780-1265

LOT 1, BLOCK 35, MERCER'S 2ND ADDITION TO NORTH SEATTLE, ACCORDING TO PLAT  
RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON

PARCEL 545780-1300

THE WEST HALF OF LOT 7, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE  
ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY,  
WASHINGTON

PARCEL 545780-1315

THE WEST HALF OF LOT 8, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE  
ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY,  
WASHINGTON

PARCEL 545780-1295

THE EAST HALF OF LOTS 7 AND 8, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE  
ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY,  
WASHINGTON

PARCEL 545780-1270

LOT 2, BLOCK 35, MERCER'S 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT  
RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON



## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Legislative	HB Harper	N/A

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 100 of the Official Land Use Map to rezone parcels located at 352 Roy Street from Seattle Mixed Uptown with a 65 foot height limit and M Mandatory Housing Affordability suffix (SMU-65 (M)) to Seattle Mixed Uptown with an 85 foot height limit and M Mandatory Housing Affordability suffix (SMU-85 (M)); and accepting a Property Use and Development Agreements as a condition of rezone approval. (Application of Kamiak Real Estate LLC, C.F. 314534, SDCI Project 3041336-LU)

**Summary and Background of the Legislation:**

This bill rezones five parcels located at 352 Roy Street and accepts a property use and development agreement limiting future development on the site. The rezone will facilitate development of a 215-unit mixed use building with apartments and retail.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

### **4. OTHER IMPLICATIONS**

- a. Please describe how this legislation may affect any departments besides the originating department.

N/A

- b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.

Yes, five parcels at 352 Roy Street. See map attached to ordinance.

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

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

The project will include affordable housing units meeting the requirements of the Mandatory Housing Affordability program.

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

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

**d. Climate Change Implications**

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

Due to the project location in an urban center with access to transit, the project is likely to produce fewer emissions than a similar project located in a less urbanized environment.

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

No

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

N/A

**5. CHECKLIST**

Please click the appropriate box if any of these questions apply to this legislation.

- ☐ **Is a public hearing required?**
- ☐ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- ☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- ☐ **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**  
If yes, please review requirements in Resolution 31203 for applicability and complete and attach "Additional risk analysis and fiscal analysis for non-utility partner projects" form.

## 6. ATTACHMENTS

### Summary Attachments:

Exhibit B - Property Use and Development Agreement

<i>When Recorded, Return to:</i>	
<b>THE SEATTLE CITY CLERK</b> 600 Fourth Avenue, Floor 3 PO Box 94728 Seattle, Washington 98124-4728	

PROPERTY USE AND DEVELOPMENT AGREEMENT

<b>Grantor(s):</b>	David Chung Wong; Wanda J. Wong; FGycw LLC; Rossi Limited Partnership
<b>Grantee:</b>	The City of Seattle
<b>Legal Description</b> (abbreviated if necessary):	See Attachment B
<b>Assessor's Tax Parcel ID #:</b>	Parcels: 545780-1265, 545780-1300, 545780-1315, 545780-1295, 545780-1270
<b>Reference Nos. of Documents Released or Assigned:</b>	n/a

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the “Agreement”) is executed this 17 day of Sep, 2025, in favor of the CITY OF SEATTLE (the “City”), a Washington municipal corporation, by DAVID CHUNG WONG, as his separate estate, WANDA J. WONG, as her separate estate and FGYSW LLC, a Washington limited liability company, each as an undivided 1/3rd interest, with respect to the parcels currently identified as King County tax parcel numbers 545780-1265, 545780-1295, 545780-1300, and 545780-1315, and ROSSI LIMITED PARTNERSHIP, a Washington limited partnership, with respect to the parcel currently identified as King County tax parcel number 545780-1270 (collectively, “Owner”).

## RECITALS

A. Owner, is the owner of that certain real property, addressed as 352 Roy Street, in the City of Seattle, and legally described on Exhibit B attached hereto, currently zoned Seattle Mixed Uptown with a 65 foot height limit and M Mandatory Housing Affordability suffix (SM-UP-65 (M)), and legally described in Attachment B (the “Property”). Owner has entered into a real estate purchase and sale agreement to sell the Property to 370 Roy LLC, a Washington limited liability company (“Developer”). Developer has executed a consent to this Agreement to evidence its approval of the terms and conditions of this Agreement and its agreement to be bound by the covenants and restrictions contained herein following the transfer of the Property to Developer.

B. In July 2021, the Developer submitted to the City an application under Project No. 3041336-LU to rezone the Property to Seattle Mixed Uptown with an 85 foot height limit and M Mandatory Housing Affordability Suffix (SM-UP-85 (M)) (the “Rezone”), as shown in Attachment A.

C. Seattle Municipal Code Section 23.34.004 allows the City to approve a rezone subject to “self-imposed restrictions” upon the development of the Property.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

## AGREEMENT

**Section 1. Agreement.** Pursuant to Seattle Municipal Code Section (“SMC”) 23.34.004, the Owner covenants, bargains, and agrees, on behalf of itself and its successors and assigns that it will comply with the following conditions in consideration of the Rezone:

### Prior to Issuance of a Building Permit

1. The rezone includes a Mandatory Housing Affordability suffix of (M).



Exhibit B - Property Use and Development Agreement

2. Development of the Property shall be subject to the requirements of SMC Chapters 23.58B and 23.58C. For purposes of application of those Chapters, future development of the Property shall be subject to the following performance and payment requirements:

- For Chapter 23.58B, 5% per square foot for the performance option or \$12.03 per square foot for the payment option; and
- For Chapter 23.58C, 7% of units for the performance option, with a payment for any fraction of a unit at the rate of \$30.55 per square foot.

*For the Life of the Project*

3. Development of the Property shall be in accordance with the final approved Master Use Permit drawings for SDCI Project No. 3041336-LU, including the structure design with the proposed 10-foot northern property setback, structure height of 85 feet, major modulation, and balconies on the north façade.

**Section 2. Mandatory Housing Affordability Under SMC Chapter 23.58C.** Development of the Property shall comply with SMC Chapter 23.58C through the performance option, with a payment for any fraction of a unit.

**Section 3. Agreement Runs With the Land.** This Agreement shall be recorded in the records of King County by the City Clerk. The covenants contained in this Agreement shall attach to and run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall apply to after-acquired title of the Owner.

**Section 4. Amendment.** This Agreement may be amended or modified by agreement between the Owner and the City; provided any amendments are approved by the City Council by ordinance.

**Section 5. Exercise of Police Power.** Nothing in this Agreement shall prevent the City Council from making further amendments to the Seattle Municipal Code or Land Use Code as it may deem necessary in the public interest.

**Section 6. No Precedent.** The conditions contained in this Agreement are based on the unique circumstances applicable to the Property and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

**Section 7. Repeal as Additional Remedy.** Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may:

- a. Revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previous zoning designation or some other zoning designation imposed by the City Council; and
- b. Pursue specific performance of this Agreement.

[signature and acknowledgment on following pages]

Exhibit B - Property Use and Development Agreement

SIGNED this 17<sup>TH</sup> sept day of       , 2025.

GRANTOR:

By: David Chung Wong  
DAVID CHUNG WONG, as his separate estate

By: Wanda J. Wong  
WANDA J. WONG, as her separate estate

FGYCW LLC,  
a Washington limited liability company

By: Laura Woo

Name: LAURA WOO

Title: Owner / member



Exhibit B - Property Use and Development Agreement

GRANTOR:

ROSSI LIMITED PARTNERSHIP,  
a Washington limited partnership

By: Mary Wilson

Name: Mary Wilson

Title: Personal Representative

**VERIFICATION ON OATH OR AFFIRMATION**

State of Washington  
County of Snohomish } ss.

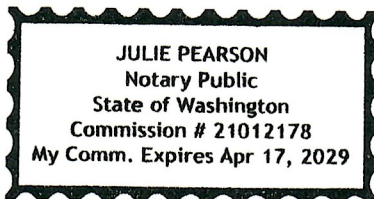
Subscribed and sworn to (or affirmed) before me

this 17 day of September, 2025, by  
Day Month Year

David Chung Wong  
Name of Signer No. 1

NA  
Name of Signer No. 2 (if any)

Julie Pearson  
Signature of Notary Public



Place Notary Seal/Stamp Above

Julie Pearson, my comm exp: 04/17/2029  
Any Other Required Information  
(Residence, Expiration Date, etc.)

**OPTIONAL**

*This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Property Use and Development Agreement

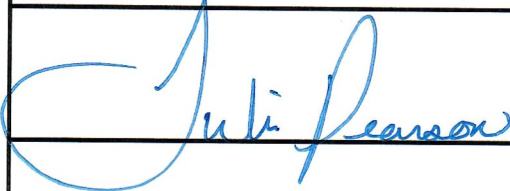
Document Date: September 17, 2025 Number of Pages: 12 - 13 with this certificate

Signer(s) Other Than Named Above: Wanda Wong, Laura Woo, Mary Wilson, Scott Lien

Exhibit B - Property Use and Development Agreement

On this day personally appeared before me ~~DAVID CHUNG WONG~~ <sup>JP</sup> and WANDA J. WONG, who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such individuals, for the uses and purposes therein mentioned, and on oath stated that ~~he~~ <sup>she</sup> was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of Sept, 2025.

		Printed Name <u>Julie Pearson</u>
		NOTARY PUBLIC in and for the State of Washington, residing at <u>Snohomish County</u>
		My Commission Expires <u>04/17/2029</u>
STATE OF WASHINGTON  COUNTY OF KING	}	ss.

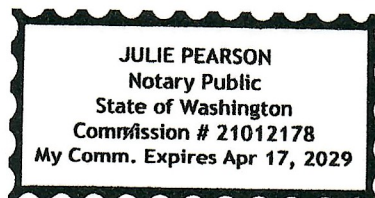
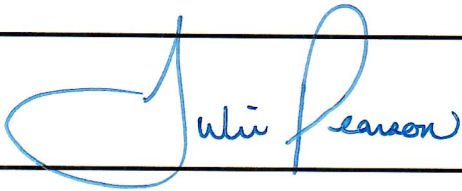


Exhibit B - Property Use and Development Agreement

On this day personally appeared before me Laura Woo, to me known to be the owner/member of FGycw LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of Sept, 2025.

		Printed Name <u>Julie Pearson</u>
		NOTARY PUBLIC in and for the State of Washington, residing at <u>Snohomish County</u>
		My Commission Expires <u>04/17/2029</u>
STATE OF WASHINGTON  COUNTY OF KING	}	SS.

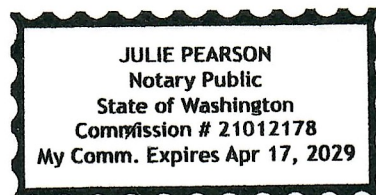
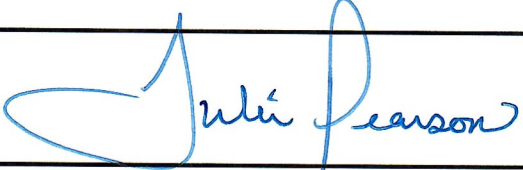


Exhibit B - Property Use and Development Agreement

On this day personally appeared before me Mary Wilson, to me known to be the Personal Representative, of ROSSI LIMITED PARTNERSHIP, the Washington limited partnership that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that <sup>he</sup><sub>she</sub> was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17<sup>th</sup> day of Sept, 2025.

		Printed Name <u>Julie Pearson</u>
		NOTARY PUBLIC in and for the State of Washington, residing at <u>Snohomish County</u>
		My Commission Expires <u>04/17/2029</u>
STATE OF WASHINGTON  COUNTY OF KING	}	SS.

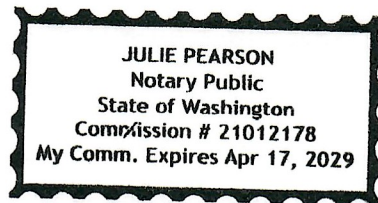





Exhibit B - Property Use and Development Agreement

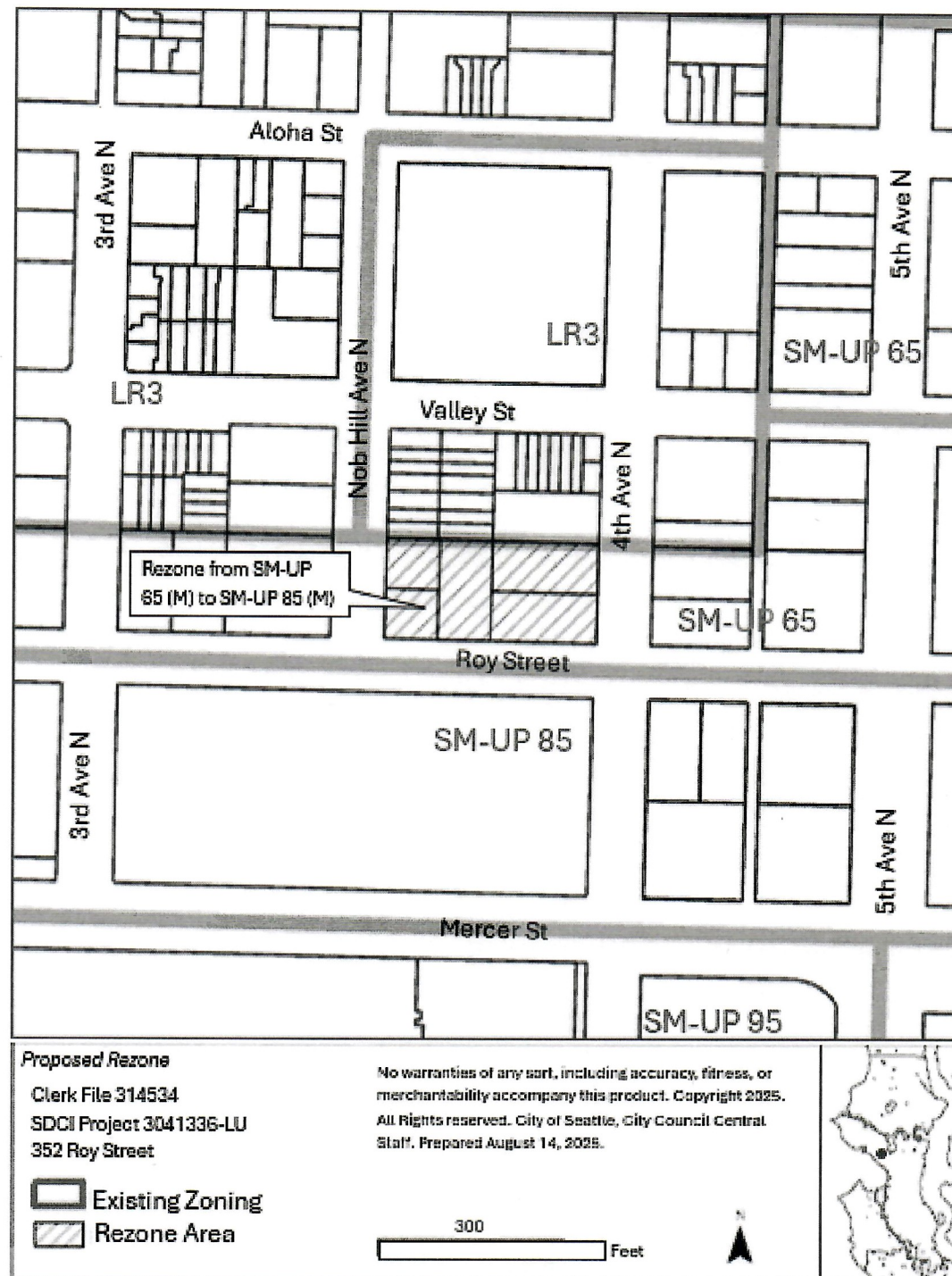
Consenting to this Agreement as the Developer of the Project:

DEVELOPER:

370 ROY LLC,  
a Washington limited liability company

By:   
\_\_\_\_\_  
Scott Lien  
Its manager

ATTACHMENT A



ATTACHMENT B

PARCEL 545780-1265

LOT 1, BLOCK 35, MERCER'S 2ND ADDITION TO NORTH SEATTLE, ACCORDING TO PLAT  
RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON

PARCEL 545780-1300

THE WEST HALF OF LOT 7, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE  
ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY,  
WASHINGTON

PARCEL 545780-1315

THE WEST HALF OF LOT 8, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE  
ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY,  
WASHINGTON

PARCEL 545780-1295

THE EAST HALF OF LOTS 7 AND 8, BLOCK 35, MERCERS 2ND ADDITION TO NORTH SEATTLE  
ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY,  
WASHINGTON

PARCEL 545780-1270

LOT 2, BLOCK 35, MERCER'S 2ND ADDITION TO NORTH SEATTLE ACCORDING TO PLAT  
RECORDED IN VOLUME 2 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON





## Legislation Text

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**File #:** CB 121050, **Version:** 1

---

### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/Chief Executive Officer of Seattle Public Utilities to execute the First Amended and Restated Contract between The City of Seattle and its long-term, full and partial requirements contract holders for the supply of water; authorizing the withdrawal of funds from the Water Fund Revenue Stabilization Subfund; providing budget authority to use such funds to provide payments to Water Utilities as required under the proposed contracts; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program; changing appropriations to various departments and budget control levels, and from various funds in the Budget; imposing a proviso; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, Seattle, through its Water Fund, serves 16 cities and water utilities under long-term full and partial requirements contracts for water supply that were authorized in 2001 by Ordinance 120362 and in 2011 by Ordinance 123559; and

WHEREAS, these contracts have periodic reopeners to amend certain portions of the contracts, with the current reopener period concluding in 2025; and

WHEREAS, Seattle has completed negotiations with all 16 of the cities and water utilities to amend the 2001 and 2011 City of Seattle Full and Partial Requirements Contract for the Supply of Water; and

WHEREAS, the amendments provide: (a) certainty for Seattle and its contract holders via the automatic extensions of the contract term every 10 years and the expansion of stranded cost provisions; (b) flexibility and modernization via updates to many contract provisions; (c) expanded authority for the joint Seattle-customer Operating Board; and (d) the same contract for both partial and full requirements customers with each water utility's specific requirements established in an exhibit to the amended contracts; and

WHEREAS, one of these contract updates provides for the direct return of up to \$27,000,000 of past overpayments to the contract holders and this payment will affect the Water Fund's financial policy performance; and

WHEREAS, the Water Fund Revenue Stabilization Subfund represents past overpayments by customers and Seattle intends to use these funds as the source of the payment to customers; and

WHEREAS, the withdrawal of Water Fund Revenue Stabilization Subfund will mitigate the impact on financial performance; and

WHEREAS, Ordinance 121761, passed on March 28, 2005, established a minimum balance for the Water Fund Revenue Subfund of \$9,000,000, and permits funds in excess of this amount to be withdrawn, as authorized by ordinance of the City Council, with the anticipation that such withdrawn funds are to be used to meet operating expenses, pay Capital Improvement Program expenditures, or to comply with financial policies; and

WHEREAS, the current balance in the Water Fund Revenue Stabilization Subfund exceeds the minimum balance; and

WHEREAS, pursuant to the Proposed First Restated and Amended Contract with Water Utility for the Supply of Water, this return of overpayment will occur within 60 days of the execution of the First Restated and Amended Contracts with every Water Utility, which may occur in 2025 or 2026; NOW, THEREFORE,

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

Section 1. The General Manager/Chief Executive Officer (GM/CEO) of Seattle Public Utilities is authorized to enter into First Amended and Restated Contracts between The City of Seattle and the following Water Utilities for the Supply of Water: the Cedar River Water and Sewer District, City of Bothell, City of Duvall, City of Mercer Island, City of Renton, Coal Creek Utility District, Highline Water District, North City Water District, Olympic View Water and Sewer District, Soos Creek Water and Sewer District, Water Districts 20, 49, 90, 119, 125, and Woodinville Water District in

substantially the form of the contract attached to this ordinance as Attachment A, including any changes the GM/CEO deems necessary and that are consistent with the purposes of this ordinance.

Section 2. The GM/CEO of Seattle Public Utilities is authorized to make one or more withdrawals of funds in the amount of the payment to contract holders authorized under Attachment A, up to a maximum of \$27,000,000, from the Water Fund Revenue Stabilization Subfund to Operating Cash.

Section 3. To pay for necessary costs and expenses incurred or to be incurred in 2025, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of the making of the 2025 Budget, appropriations for the following items in the 2025 Budget are increased from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level/BCL Code	Amount
3.1	Seattle Public Utilities	Water Fund (43000)	General Expense (43000-BO -SU-N000B)	\$27,000,000
<b>Total</b>				<b>\$27,000,000</b>

Unspent funds so appropriated shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance.

Section 4. This ordinance imposes a proviso as follows:

“Of the appropriations made by Section 3 of this ordinance, \$27,000,000 is appropriated solely to pay the Water Utilities mentioned in Section 1 of this ordinance within 60 days of the First Amended and Restated Contracts authorized by Section 1 of this ordinance being signed with every Water Utility, and may be spent for no other purpose.”

Section 5. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 6. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and

1.04.070.

Passed by a 3/4 vote of all the members of the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment A - First Amended and Restated Contract Between The City of Seattle and [Water Utility] for the Supply of Water

**FIRST AMENDED AND RESTATED CONTRACT**  
**BETWEEN**  
**THE CITY OF SEATTLE AND**  
**[WATER UTILITY]**  
**FOR THE**  
**SUPPLY OF WATER**

DATE: \_\_\_\_\_

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## **FIRST AMENDED AND RESTATED CONTRACT BETWEEN THE CITY OF SEATTLE AND [Water Utility] FOR THE SUPPLY OF WATER**

THIS FIRST AMENDED AND RESTATED CONTRACT (“Contract”) is entered into between the CITY OF SEATTLE (“Seattle”), a municipal corporation of the State of Washington, and the [Water Utility] (“Water Utility”), a municipal corporation of the State of Washington.

### **RECITALS**

1. Seattle owns and operates a system for the supply, treatment, transmission, and distribution of potable water and is authorized to sell and distribute water to its residents and to other persons and customers located outside the corporate limits of Seattle.
2. Seattle's water system is integral to the health and welfare of the residents located within the retail and wholesale water service areas shown in Seattle's Water System Plan. Seattle intends to provide water from the system to meet the current and future needs of the residents of the wholesale water service areas pursuant to long-term water supply contracts.
3. In meeting this service commitment, Seattle must ensure that this role does not place financial burdens on its retail customers for which they do not receive a corresponding benefit.
4. This Contract and contracts of a similar nature with other Wholesale Customers of Seattle located within Seattle's wholesale water service area are intended to provide those Wholesale Customers and Seattle with the assurance of a long-term service commitment for reliable and sustainable high quality water supply and to describe the terms and conditions associated with that commitment.

5. Under this Contract, Seattle intends to provide wholesale water to Water Utility at an equivalent Wholesale Level of Service with the same pricing and operational principles as it provides itself.
6. Given the extensive growth of Seattle and the surrounding areas and the impacts upon infrastructure and costs, this Contract is intended to provide sufficient water for growth. As a general philosophy for cost sharing purposes, the parties desire to adopt the principle that “growth should pay for growth.”
7. Seattle and Water Utility, together with other Wholesale Customers of Seattle, have agreed to establish an Operating Board comprised of representatives from Seattle and Wholesale Customers, along with an independent representative, all pledged to represent the best interests of the region, to provide advice and direction in certain areas to the Administrator of the Seattle Regional Water Supply System.
8. Pursuant to Section II.A.4.a, Seattle, Water Utility and the other Wholesale Customers have undertaken a review of the Contract and have mutually agreed to amend certain terms and conditions of the Contract to update and clarify obligations of the parties and to strengthen the partnership, resiliency and sustainability of the Seattle Regional Water Supply System.

NOW, THEREFORE, in consideration of mutual covenants herein, the parties mutually agree as follows:

## SECTION I. DEFINITIONS

For the purposes of this Contract, the following terms have been defined as:

“Administrator” - The General Manager of Seattle Public Utilities or any other title given to that person who maintains the executive authority to operate and manage the Seattle Regional Water Supply System.

“Alternate Supply(ies)” – The Emergency, Independent and Purchased Supplies, if any, available to Water Utility.

“Annual O&M Costs” – The annual total O&M Costs included in each cost pool as determined in Section IV.D.3.

“Automatically Allowed Reduction” – The purchase reduction amount automatically allowed as defined in Section II.B.5.d.viii.

“Avoided Costs” – The proportional share of the projected capital and operating cost of the next planned source of supply of the Seattle Regional Water Supply System represented by the size of a Wholesale Customer's qualifying reduction in demand, as more particularly defined in Section II.B.5 and Exhibit IX.

“Block Purchase Contract” – A contract in which Seattle sells a fixed quantity of water to a block wholesale customer on a take or pay basis.

“Customer-driven Demand Fluctuations” – Demand fluctuations that are out of Seattle or Water Utility's control and result from retail customer discretion or behavior, such as weather or economic-related demand, use of efficient fixtures, use of reuse water alternatives or redevelopment of property, etc.

“Eastern Subregional Facilities” – Certain subregional transmission facilities used, in part, to serve those Wholesale Customers in the Eastern Subregion as more particularly described in

Section I of Exhibit VII.

“Emergency Supply(ies)” – Water supplies that Water Utility receives or purchases from another water purveyor to use on an emergency or temporary basis as specifically identified in Section I of Exhibit I. Emergency Supplies do not include Independent or Purchased Supplies, or periodic or intermittent water supplies used for peak or seasonal demand or other domestic demand.

“Existing Regional Facilities” – Components of the Seattle Regional Water Supply System which consist of supply and transmission resources and facilities that Seattle exclusively owns and operates; related deferred costs; and facilities owned by others for which Seattle has entered into an agreement to use, all of which are used to produce, treat and convey water to the Seattle Retail Distribution System, Water Utility, other Wholesale Customers, and block or other wholesale customers as set forth in Section 1 of Exhibit VI. This does not include New Supply, New Transmission or Subregional Facilities.

“Facilities Charges” – Facilities Charges (FCs) are the product of the Equivalent Residential Unit (ERU) Charge and the ERU Factor, as further described in Section IV.D.2.c. and Exhibit V. FCs are only as described in this Contract.

“Firm Yield” - Firm yield is the amount of water that Seattle is able to supply system-wide as published in the Seattle Water System Plan.

“Full Requirements Contract” – A contract in which Seattle supplies a Wholesale Customer with its Full Water Requirements.

“Full Water Requirements” – All of the water, except for Emergency Supplies, if any, that Water Utility needs to meet the demand of its present and future retail water customers within its retail distribution service area, as shown in Water Utility’s water system plan in effect on the Effective Date of this Contract, as may be amended according to the provisions of this Contract.

“Independent Supply(ies)” – Water supplies that are owned and operated by Water Utility pursuant to existing or transferred water rights, claims or permits as specifically identified in Section II of Exhibit I or new water supplies acquired by Water Utility through a merger with another water purveyor not supplied by Seattle water. Independent Supplies do not include Emergency or Purchased Supplies.

“Index O&M Costs” – The portion of O&M Costs used to support the Seattle Regional Water Supply System only, except those identified as Non-Index O&M Costs, as more particularly described by the O&M Cost categories specified in Exhibit VIII.

“Infrastructure Adder” – 1.5% that is added as a component of the Rate of Return on Investment to the Net Book Value of facilities recognized under the Utility Basis.

“Mixed-use Assets” – Capitalized facilities or assets that are shared between or used to support both the Seattle Retail Distribution System and the Seattle Regional Water Supply System.

“Mixed-use O&M Costs” – The portion of O&M Costs that are shared between or used to support both the Seattle Retail Distribution System and the Seattle Regional Water Supply System.

“New Supply Facilities” – New resources and facilities developed after January 1, 2002, or portions of rehabilitated or replaced Existing Regional Facilities as may be allocated by the Operating Board, that expand the supply capacity of the Seattle Regional Water Supply System as set forth in Section II of Exhibit VI. This does not include Existing Regional, New Transmission or Subregional Facilities.

“New Transmission Facilities” – New resources and facilities developed after January 1, 2002, or portions of rehabilitated or replaced Existing Regional Facilities as may be allocated by the Operating Board, that expand the transmission capacity of the Seattle Regional Water Supply System as set forth in Section III of Exhibit VI. This does not include Existing Regional, New

Supply or Subregional Facilities.

“Non-index O&M Costs” – A portion of O&M Costs to support the Seattle Regional Water Supply System only but not included in the Index O&M Costs because they are nonrecurring or other special circumstances, as determined by Seattle, which may include, but are not limited to pre-or post-capital expenses, claims or net disposition costs.

“Operating Board” – A board of representatives established by Section V of this Contract and having the specific roles and limited authorities as more particularly set forth throughout this Contract.

“O&M Costs” - The fully loaded costs of labor (i.e. all wages and fringe benefits); costs of materials, supplies, and equipment; and other direct or indirect costs or expenses that are not capitalized; or portions thereof, required or expended to operate, maintain, repair and support the Seattle Regional Water Supply System and the Seattle Retail Distribution System in good working order consistent with all applicable local, state and federal laws, policies and standards and to meet the obligations of this Contract.

“Partial Requirements Contract” - A contract in which Seattle supplies a Wholesale Customer with its Partial Water Requirements during the Contract term.

“Partial Water Requirements” – All of the water that is over and above the aggregate amount of Water Utility’s Independent and Purchased Supplies that Water Utility needs to meet the demand of its present and future retail water customers within its service area as shown in Water Utility’s water system plan in effect on the Effective Date of this Contract, as may be amended according to the provisions of this Contract.

“Purchase Commitment” – Water Utility’s Full or Partial Water Requirements, as appropriate, as specified in Exhibit I.

“Purchased Supplies” – Water supplies Water Utility purchases from another water purveyor to meet the demand of its present or future retail water customers as specifically identified in Section III of Exhibit I.

“Qualified Partial Requirements Contract” - A contract in which Seattle supplies a Wholesale Customer with its future partial or full requirements during the Contract term following a customer's demand reduction due to Purchased Supplies.

“Qualified Partial Water Requirements” – Water Utility’s Partial Water Requirements less the amount of a new Purchased Supply that becomes effective pursuant to a reduction of Water Utility’s Purchase Commitment under Section II.B.5.

“Rate of Return on Investment” - Seattle’s Average Cost of Debt plus the Infrastructure Adder.

“Regional Facilities” – All of the Existing Regional, New Supply and New Transmission Facilities.

“Regional Water Conservation Program” - A regional program, implemented collaboratively between Seattle and Wholesale Customers, to help retail customers use water efficiently, defer development of new supply resources and meet applicable regulations and agreements as more particularly described in Section II.E.

“Renton Subregional Facilities” - Certain subregional transmission facilities used, in part, to serve those Wholesale Customers in the Renton Subregion as more particularly described in Section III of Exhibit VII.

Seattle’s Average Cost of Debt (“ACOD”) - The weighted average interest rate on Seattle’s water system debt outstanding over the course of a calendar year calculated at the end of each calendar year during the term of this Contract.

“Seattle’s Cash Pool Rate” - The interest rate earned by the Seattle Water Fund for cash deposited



in the City of Seattle's cash pool.

"Seattle Retail Distribution System" – Seattle's retail water distribution system consisting of its retail customers within the Seattle retail water service area as defined in its Water System Plan, and including storage facilities, distribution mains, pumps, disinfection facilities, retail service connections, and all other facilities not included in the Seattle Regional Water Supply System.

"Seattle Regional Water Supply System" - Seattle's regional water supply system consisting generally of water rights (including permits and claims), real property rights, dams, impounded water, supply and transmission mains, pumps, treatment facilities, Subregional Facilities, Service Connections and all other resources and facilities utilized in producing, treating and conveying water up to but not including the Seattle Retail Distribution System, and through to the end of the Service Connections of the Water Utility and other Wholesale Customers, and block or other wholesale customers.

"Seattle's Service Area Boundary" - Seattle's then current designated place of use of Seattle's water certificates, permits, claims or service area under Seattle's approved Water System Plan.

"Seattle Water Enterprise Fund" - A public utility enterprise fund of the City of Seattle established to account for activities of the water system operated by Seattle.

"Seattle Water System Plan" - Seattle's 2019 Water System Plan, dated August 2019, and amendments and updates thereto, prepared by Seattle to comply with the requirements of WAC 246-290-100, and successor regulations, including each successive Water System Plan issued approximately every 10 years.

"Service Connection" - The Seattle-owned and operated metered delivery locations as specified in Exhibit II, beginning at the outlet from the regional supply pipeline (which may be a subregional pipeline) to the end of the Seattle-owned vault, or the first isolation valve downstream

of the vault; including the water meter and associated appurtenances through which Seattle delivers water at a defined level of service from the Seattle Regional Water Supply System to a Wholesale Customer's retail distribution water system.

“Southwest Subregional Facilities” - Certain subregional transmission facilities used, in part, to serve those Wholesale Customers in the Southwest Subregion, as more particularly described in Section II of Exhibit VII.

“Stranded Costs” – Those portions of infrastructure costs that Seattle has incurred and fixed operations costs committed for the Seattle Regional Water Supply System, but not yet recovered through rates and charges, at the time a Wholesale Customer reduces or terminates its Purchase Commitment, that other Wholesale Customers, including Seattle, would have to pay due to the loss of expected revenue resulting from that Wholesale Customer's reduction or termination as more particularly described in Exhibit IX.

“Subregional Facilities” – All of the Eastern, Southwestern and Renton Subregional Facilities, or other subregions, if any, that may be added during the term of this Contract.

“Wholesale Customer” – Those water utilities who purchase water from Seattle under a Full or Partial Requirements Contract for the purposes of reselling to their retail customers.

“Wholesale Level of Service” – Water delivered by Seattle to the Service Connection(s) in accordance with the conditions listed in Exhibit II and this Contract intended for Wholesale Customers' distribution to their retail customers through their own distribution systems. Except as may be specifically provided in this Contract, Seattle is not responsible for, and Wholesale Level of Service does not include, compliance with Department of Health (“DOH”) standards, including fire flow, emergency back-up and water quality within Water Utility's retail service area or distribution system.

## SECTION II. TERM OF CONTRACT AND GENERAL CONDITIONS

### II.A. Term of Contract

1. Term. This First Amended and Restated Contract shall be in effect beginning at 12:01 AM on the Effective Date and shall remain in effect until 12:00 AM on January 1, 2062 (“Contract Term”).
2. Effective Date. This First Amended and Restated Contract shall be effective on January 1, 2026 (“Effective Date”).
3. Review of the Contract Term. The parties acknowledge and agree that it is desirable to manage the expiration or extension of this Contract Term prior to expiration and therefore agree that the Contract Term in Section II.A.1 shall be automatically extended for an additional ten (10) years (“Extension”) on January 1, 2032, and every ten (10) years thereafter (“Extension Date”). The Water Utility may opt out of such extension of the Contract Term by providing written notice to Seattle prior to the Extension Date. If Water Utility opts out of the Extension, Seattle shall plan to supply water to Water Utility for only the remaining Contract Term and shall plan for Water Utility to not purchase any water supplies from Seattle as of the expiration of such Contract Term.
4. Periodic Review and Right to Change Certain Terms and Conditions. The parties may review and change certain terms and conditions governing the sale of water under this Contract by January 1, 2042 (“1st Review”), and January 1, 2062 (“2nd Review”), and by January 1 every 20 years thereafter during the term of this Contract or as soon as practicable after the respective January 1, as follows.
  - a. Mutual Agreement. On or before January 1, 2041, and then again on or before January 1, 2061, and every 20 years thereafter, respectively, Seattle, Water Utility

or any Wholesale Customer may provide the other party and Wholesale Customers with a written proposal to amend the Contract terms. All parties, including Seattle, Water Utility, and other Wholesale Customers, shall consider the proposal(s), if any. If the parties mutually agree to the proposal(s), or as negotiated, prior to January 1, 2042 or January 1, 2062, or every 20 years thereafter, respectively, or a date later than January 1 as may be mutually and reasonably agreed to by the parties to continue negotiations, a written amendment to this Contract shall be approved and executed by both parties and this Contract shall be amended accordingly.

- b. Seattle's Right to Amend. If the parties are unable to mutually agree on a proposal by Seattle pursuant to subsection II.A.4.a above within the one-year period associated with the 1st Review, or mutually agreed later date, Seattle may propose in writing its desired amendment to the Operating Board by March 31, 2042, or by 90 days past the expiration of a mutually agreed later date. The Operating Board shall review and recommend revisions, if any, to the proposed amendment. Seattle and the Operating Board shall use reasonable efforts to resolve any concerns in the proposal. After 90 days from Seattle's written proposal to the Operating Board, Seattle may propose its desired amendment to the Seattle City Council. If the Operating Board does not agree with Seattle's proposal, it may submit a revised proposal to the Seattle City Council within 90 days of Seattle's submission of its proposal to the Seattle City Council. After receiving the Operating Board's alternate proposal, or after the lapse of the 90 day period for the Operating Board to make an alternate proposal, the Seattle City

Council may then deny both proposals or approve one of them and issue an amendment to this Contract, which shall be in effect for the remaining term of the Contract from the date of issuance, unless later amended pursuant to this subsection II.A.4, or by mutual agreement. Seattle shall not have the right to unilaterally amend the Contract after the 1st Review period and all subsequent Contract amendments must be mutually agreed to by Seattle and Water Utility.

- c. Limitation on Seattle's Right to Amend. Notwithstanding subsection II.A.4.b above, Seattle shall not have the right to amend the Contract under that provision in a manner to: (i) reduce its obligation to provide the Full or Partial Water Requirements of Water Utility, as appropriate; (ii) cease to provide wholesale water to Water Utility at an equivalent Wholesale Level of Service as it provides to itself; (iii) charge a higher wholesale rate for water supply and transmission to Water Utility than that charged to the Seattle Retail Distribution System; (iv) reduce its water quality obligations for the Seattle Regional Water Supply System; (v) change the methodology for calculating Rate of Return on Investment; (vi) restrict Water Utility's right to terminate or reduce its Purchase Commitment; (vii) disband or significantly reduce the powers of the Operating Board; (viii) amend any Contract provision that will apply only to Water Utility; (ix) change the definition of the Seattle Regional Water Supply System; (x) extend or expand its contractual rights to any portion of Water Utility's retail water distribution systems; (xi) include taxes or surcharges beyond what the water rate setting industry would consider normal in wholesale rates or that are not in accordance with applicable laws and regulations; (xii) amend any Contract

provision relating to Seattle's obligation to approve Water Utility's proposal to introduce Alternate Supplies into Water Utility's retail distribution system as provided in Section II.D.9; (xiii) change the criteria for approval of Alternate Supplies.

- d. Intent. The purpose and intent of the provisions allowing Seattle a limited right to amend the Contract as provided in Section II.A.4.b-c. are to provide Seattle with flexibility to administer numerous Full and Partial Requirements Contracts in a consistent manner when changes to the Contract are desired by Seattle but are not approved by the Operating Board and/or all of the Wholesale Customers as well as to make reasonable changes in response to changing conditions, laws, and regulations over the course of this long-term Contract. Any proposed amendments to the Contract are subject to the procedures and limitations provided in Section II.A.4.b-c. In 2062, when Seattle no longer has this limited right to amend, Wholesale Customers may agree to different contract terms which could necessitate the creation of separate Full and Partial Requirements Customer Classes, each with their own Wholesale Statements and administered according to each Class's agreed-to contract terms.

## **II.B. Agreement to Supply and Purchase Water**

1. Full or Partial Requirements Commitment. Seattle shall supply, and Water Utility shall purchase, Water Utility's Full or Partial Water Requirements as specified in Exhibit I, for the term of this Contract, unless amended pursuant to the provisions below.
2. Expansions in Water Utility's Service Area. Seattle shall supply the Full or Partial Water Requirements, as appropriate, if Water Utility acquires additional service area that is: 1)

located outside of the service area as defined in Water Utility's Water System Plan in effect on the Effective Date of this Contract and 2) which is not already served with water from the Seattle Regional Water Supply System, subject to a) the availability of water in the Seattle Regional Water Supply System as reasonably determined by Seattle; b) the limitation of Seattle's Service Area Boundary; and c) Water Utility's payment of Facilities Charges ("FCs") for the retail service connections in that additional service area in accordance with Section IV.D. The parties will cooperate to amend, by letter agreement Exhibits I and II, as appropriate, for the limited purpose of documenting the changed circumstances resulting from acquiring the additional service area.

3. Contractions in Water Utility's Service Area. In the event Water Utility's entire service area and service responsibilities, or portion thereof, are assumed by or are transferred to another utility or utilities, then this Contract shall become null and void at the time, and to the extent, the assumption or transfer becomes effective; provided, however, 1) this Contract will remain in full force and effect for Water Utility's remaining service area, if any; and 2) if the transferee of the service area is a Wholesale Customer, Seattle shall provide water to the transferee according to the terms of the transferee's water supply contract with Seattle. Seattle, Water Utility and the transferee Wholesale Customer will cooperate to amend, by letter agreement Exhibits I and II, as appropriate, for the limited purpose of documenting the changed circumstances resulting from the transfer. If the transferee is not a Wholesale Customer, then Seattle may offer the transferee a water supply contract for the transferred service area subject to terms and conditions as Seattle shall determine.
4. Annexation by Seattle. If Water Utility's entire service area, or a portion thereof, is

annexed to Seattle, then this Contract shall become null and void to the extent of the annexation and upon the effective date of Seattle's assumption of Water Utility's water system or a portion thereof. In the event Water Utility has remaining service area after the assumption, this Contract will remain in full force and effect for the remaining service area, and Seattle and Water Utility will cooperate to amend, by letter agreement Exhibits I and II, as appropriate, for the limited purpose of documenting the changed circumstances resulting from the annexation of a portion of Water Utility's service area.

5. Water Utility's Right to Terminate or Reduce Purchase Commitment. Water Utility may terminate or reduce its Purchase Commitment subject to the terms and conditions set forth below.

a. Notice Required:

- i. Timing: Water Utility must submit 5 years' advance written notice ("Notice Period") to Seattle indicating its desire to terminate or reduce its Purchase Commitment ("Notice"), except as provided below.

(a) If Seattle amends the terms and conditions of this Contract pursuant to Section II.A.4.b above, Water Utility must submit 1 years' advance written notice to Seattle to terminate its Purchase Commitment within 1 year of the effective date of the amendment.

(b) Any notice previously issued by Water Utility to Seattle prior to December 31, 2022, in accordance with the terms and conditions of the Contract then in existence shall be effective to terminate or reduce Water Utility's Purchase Commitment under the Contract. All such notices will be described in Exhibit I.



- ii. Contents of Notice: The Notice shall include the following:
  - (a) A resolution of Water Utility’s governing body approving the Notice and acknowledging Water Utility is subject to the relevant conditions in Section II.B.5.c.
  - (b) A description of the relevant information, including but not limited to: a description of any new Alternate Supply consistent with the information in Exhibit I; the scope (e.g. termination or reduction, amount); and brief description of actions necessary to put the proposed Alternate Supply into use (e.g. regulatory approvals, capital projects, water quality analysis, contract approvals, etc.) or that it is terminating based on Section II.B.5.a.i.(a) above.
  - (c) Except for a termination pursuant to Section II.B.5.a.i.(a) above, Water Utility may include a request for a Notice Period shorter than 5 years, which request shall include a justification.
  - (d) Water Utility will provide additional information upon reasonable request by Seattle or the Operating Board.
- iii. Pre-Notice Request for Calculation of Stranded Costs: Water Utility shall have the right to request Seattle to perform a calculation of Stranded Costs that would be incurred by Water Utility if it issues a Notice to terminate or reduce its Purchase Commitment (“Pre-Notice Request”). A Pre-Notice Request shall be made by Water Utility in writing and shall include the amount of the reduction in its Purchase Commitment and the anticipated effective date of such reduction. Seattle shall respond to Water Utility’s

Pre-Notice Request by providing a written estimate to Water Utility within thirty (30) days (“Pre-Notice Calculation Estimate”). Water Utility agrees to provide Seattle with additional information requested by Seattle that is necessary to allow Seattle to perform the Pre-Notice Calculation Estimate. The Pre-Notice Calculation Estimate will not be binding on either party and will be based on Stranded Cost only; any Avoided Cost calculation will not be included. The Pre-Notice Calculation Estimate shall be completed as described in Exhibit IX, will be based on the current asset schedule, and will not include any changes that occur or information that becomes known between the estimate and the notice.

- b. Effective Date: The termination or reduction will become effective 5 years from the date of the Notice, or 1 year in the case of a termination under Section II.B.5.a.i.(a). Alternatively, if Water Utility requested, and the Operating Board approved a shorter notice period, the termination or reduction will become effective upon the date approved by the Operating Board. In either case, Water Utility must meet the relevant conditions in Section II.B.5.c. below for the termination or reduction to become effective. Additionally, upon Operating Board approval, the parties may mutually agree in writing to extend the 5-year or approved shorter Notice Period for a reasonable and specific amount of time to allow Water Utility additional time to meet the relevant conditions or complete actions to put the Alternate Supply into use. The Operating Board may approve a shorter or extended notice period upon a determination that it is in the best interests of the Seattle Regional Water Supply System. Water Utility may rescind its Notice in writing any time prior to the effective

date. For any notice other than those provided under Section II.B.5.a.i.(b), if Water Utility has not met the conditions by the effective date, the Notice will be rescinded automatically. In either case, when a Notice is rescinded, the Contract will remain in full force and effect.

c. Conditions/Effect of Termination or Reduction:

i. Termination: Water Utility will be subject to the following conditions if it terminates its Purchase Commitment in its entirety:

- (a) Water Utility will lose representation or membership on the Operating Board upon the date of the Notice.
- (b) This Contract will terminate in its entirety as of the effective date of the Notice as specified in Section II.B.5.b above.
- (c) Water Utility will pay the full costs for Seattle to decommission Water Utility's Service Connections as listed in Exhibit II. This obligation will survive the termination of the Contract.
- (d) Water Utility will pay, or receive credit, as the case may be, for its proportional share of any deficit or surplus running balances in any cost pool as of the end of the year of the Effective Date, which shall be prorated by Water Utility's share of total demand (e.g. flow) since the most recent year the running balances were zero.
- (e) Water Utility will pay the Final Net Stranded Cost Payment, or receive the Final Net Billing Credit, as described below in Section II.B.5.c.ii
  - (e)(i) as determined by Seattle pursuant to Exhibit IX.
- (f) Seattle, in its sole discretion, may offer Water Utility a new water

supply contract if Water Utility wants to purchase water from the Seattle Regional Water Supply System again in the future, however any new contract will be subject to: i) Seattle's determination of the availability of water; ii) no guarantee of a Full or Partial Requirements Contract; and iii) terms and conditions as Seattle may require, including but not limited to, special charges and rates, provided the terms and conditions are consistent with the Ratemaking Principles in this Contract.

ii. Reduction: Water Utility will be subject to the following conditions if it reduces its Purchase Commitment in part:

- (a) The parties will cooperate to amend, by letter agreement, Exhibits I and II, as appropriate, for the limited purpose of documenting the reduction in Water Utility's Purchase Commitment, the new Alternate Supply, and the amount and effective date of any Purchase Commitment reductions. Water Utility's Full or Partial Requirements Contract may be converted to a Partial Water Requirements or Qualified Partial Water Requirements Contract, as the case may be, consistent with this Section II.B.5.c.
- (b) Water Utility will pay the full costs for Seattle to decommission Water Utility's Service Connections listed in Exhibit II or add new Service Connections, if appropriate.
- (c) Water Utility will pay the Final Net Stranded Cost Payment, or will receive the Final Net Billing Credit, as described below in

II.B.5.c.ii(e)(i), if applicable, as determined by Seattle pursuant to Exhibit IX, unless Water Utility provided Seattle with written notice of its intention to reduce its purchase commitment between January 1, 2009 and December 31, 2022.

(d) Will receive a Facilities Charge Allowance pursuant to Section IV.D.2.c.

(e) For reductions related to the use of new or increased production of Independent Supplies only, Water Utility:

(i) May be eligible for an Avoided Cost offset to Stranded Costs (or if the offset is large enough, a Net Billing Credit) as determined by Seattle pursuant to Exhibit IX and if Seattle determines the Independent Supply:

1. Will be used entirely within Water Utility's retail distribution system;
2. Results in Avoided Costs of future supply for the Seattle Regional Water Supply System; and
3. Meets all applicable eligibility criteria that Seattle may develop in consultation with the Operating Board to ensure the offset (or Net Billing Credit) is only applicable to independent supplies that provide reliable, high-quality water, which criteria will include, but not be limited to operational reliability, water quality, and environmental impact.

(f) For reductions related to the use of new or increased Purchased Supplies, Water Utility:

(i) Will be converted to a Qualified Partial Requirements Contract.

If Water Utility loses its Purchased Supply, in whole or in part, and wants to purchase additional water from the Seattle Regional Water Supply System to replace the lost Purchased Supply, the purchase may be subject to: availability of water as determined by Seattle or terms and conditions such as special charges to convert back to a Full or Partial Requirements Contract, provided the terms and conditions are consistent with the Ratemaking Principles in this Contract.

(ii) May not use Purchased Supplies in a manner that will have adverse impacts on the Seattle Regional Water Supply System due to constraints or other terms and conditions in the contract for the Purchased Supply. Seattle, in consultation with the Operating Board, reserves the right to require terms and conditions to protect against adverse impacts or constraints, such as prohibiting impacts to seasonal shaping or peak demands or waiving rights under Section II.C.2.

(iii) Exhibit I will be updated by Seattle whenever Water Utility or other Wholesale Customer terminates or reduces purchases pursuant to this section and such update will be provided to all Wholesale Customers and the Operating

Board.

- d. Not Considered Reduction: For the purposes of this Section II.B.5, reductions under the following circumstances are not considered a reduction of Water Utility's Purchase Commitment and this Section II.B.5 will not apply:
- i. The use of Emergency Supplies listed in Section I of Exhibit I;
  - ii. Customer-driven Demand Fluctuations;
  - iii. Participation in the Regional Water Conservation Program;
  - iv. Participation in Regional Shortage Management Contingency Plan or similar plans requiring restrictions on water deliveries.
  - v. Contraction of Water Utility's service area pursuant to Sections II.B.3 and 4 above.
  - vi. Acquisition of additional Independent Supplies through a merger or acquisition of another water purveyor that is not currently a customer of Seattle.
  - vii. Reductions defined in any notice previously issued by Water Utility to Seattle prior to December 31, 2022, in accordance with the terms and conditions of the Contract then in effect.
  - viii. Reductions in demand, or portions thereof, that result in aggregate reductions under this Contract for Water Utility that are equal to or less than the Automatically Allowed Reduction applicable to Water Utility, which shall be equal to 5.0% of Water Utility's average purchases from Seattle for the five most recent calendar years at the time of Water Utility's initial Purchase Commitment Reduction as described in Exhibit I.

- ix. Demand fluctuations that are out of Seattle or Water Utility's control and result from new laws or regulations, including rulings, that require the use of reuse water by Water Utility.
6. New or Extended Water Supply Contracts. The full terms and conditions of any new, amended, or extended water supply contracts, along with Seattle's analysis and explanation of the same, will be submitted to the Operating Board for review and comment prior to adoption.

#### **II.C. Continuity of Service within the Term of the Contract**

1. Parity of Service. Seattle shall provide wholesale water to Water Utility at an equivalent Wholesale Level of Service that it provides to the Seattle Retail Distribution System.
2. Emergency and Water Shortage Contingency Planning. Seattle shall adopt, as part of its Water System Plan, emergency plans to provide for water supply in the event of drought or disaster. It is recognized by both parties that Seattle may adopt plans to manage emergencies or water shortages that are implemented on a regional basis in order to meet an emergency condition or a water shortage that impacts the Seattle Regional Water Supply System and may offer trainings or coordinate emergency preparedness activities amongst water utilities within the Seattle Regional Water Supply System. Seattle will follow the Seattle Water Shortage Contingency Plan or any other emergency plan in effect as of the effective date of this Contract, and as may be added or amended from time to time. The Operating Board may review and recommend revisions to any amended water shortage contingency plans or other relevant emergency plan before Seattle adopts the plan. Restrictions placed on water deliveries under any adopted plan will be applied consistently to Water Utility, other Wholesale Customers, and the Seattle Retail



Distribution System. Water Utility shall assist with and support all procedures or emergency plans, including cooperating with restrictions on water deliveries, that are implemented under Seattle's then current Water Shortage Contingency Plan, or another adopted emergency plan that impacts the Seattle Regional Water Supply System. Water Utility is responsible for adopting its own plans for emergencies or water shortages from Alternate Supplies or within its retail distribution system. Seattle may offer assistance or coordinate with Water Utility to make mutual aid plans together, including via WA WARN or other platform as mutually agreed.

3. Other Emergencies or Interruptions to Service. It is recognized by both parties that Seattle may temporarily interrupt or reduce deliveries of water or revise conditions of service (e.g. minimum hydraulic gradient) (collectively "Temporary Interruptions"), to Water Utility if Seattle determines that Temporary Interruptions are necessary or reasonable in case of system emergencies or in order to conduct necessary operations and maintenance, including but not limited to, installing equipment, making repairs, replacements, investigations and inspections or performing other maintenance work on the Seattle Regional Water Supply System. Except in cases of emergency, and in order that Water Utility's operations will not be unreasonably interrupted, Seattle shall give Water Utility and the Operating Board reasonable notice of any Temporary Interruptions, the reasons for and the probable duration. Seattle shall use its best efforts to minimize Temporary Interruptions to Water Utility.
4. Waiver of Charges. If Temporary Interruptions require that Water Utility draw water supply in a manner that would potentially subject Water Utility to demand charges under Section IV.G.5.a, Seattle shall waive the demand charges during the period of the

Temporary Interruption.

## **II.D. Water Quality**

1. Seattle Regional Water Supply System. Seattle shall be responsible for water quality within the Seattle Regional Water Supply System. Seattle and Water Utility shall work collaboratively to address water quality concerns raised by Water Utility. The Water Utility may request Operating Board review of any water quality concerns that it believes are not reasonably resolved by Seattle. Seattle shall construct, operate and maintain water quality treatment and other facilities and programs and use its best efforts to carry out its water quality responsibilities to deliver safe, high-quality water in the most cost-effective manner for the region.
2. Applicable Standards. Seattle shall at all times during the term of this Contract deliver water through the end of the Service Connection(s) that meets or exceeds all applicable Federal and State regulations as may be amended from time to time. The parties acknowledge and agree that a minor regulatory violation (e.g. missed sample collection) is not considered a default of Seattle's water quality obligations under this Section II.D except to the extent it is significant in duration and risk to public health and Seattle has not made good faith efforts to correct the violation consistent with the applicable regulations.
3. System-wide Water Quality Program. Seattle, in consultation with the Operating Board, may develop and implement a system-wide water quality program, portions of which will guide its obligations for water quality within the Seattle Regional Water Supply System under this Section II.D consistent with applicable regulatory requirements, industry standards and operational needs. The system-wide program may include, but not be

limited to objectives, policies and procedures, and roles and responsibilities for water quality treatment, regulatory and non-regulatory monitoring, reporting, water quality incident response, cross-connection control, and best or adaptive management practices. Seattle will allocate these program costs to the appropriate cost pools as provided in Section IV.

4. Role of Operating Board. The Operating Board may:

- a. review and recommend revisions to the relevant portions of Seattle’s system-wide water quality program related to the Seattle Regional Water Supply System or obligations under this Contract;
- b. recommend best or adaptive water quality management practices for the Seattle Regional Water Supply System;
- c. approve allowances for flushing when Seattle or Operating Board determines flushing is the best available option to maintain or improve regional water quality;
- d. review and recommend revisions to the water quality criteria Seattle adopts and applies prior to: (1) approving the introduction of a new water source into the Seattle Regional Water Supply System or into Water Utility’s retail distribution system if the new water source will be mixed with water from the Seattle Regional Water Supply System under Section II.D.9 and Seattle can establish that the revisions to the water quality criteria are related to the Seattle Regional Water Supply System, or (2) determining whether a new or increased Independent Supply may be eligible for an offset or Billing Credit under Section II.B.5.c.ii;
- e. approve any changes to the water quality obligations under this Section II.D upon recommendation by Seattle, resulting from changes in regulatory requirements during the

term of this Contract. The parties will amend this Section II.D by letter agreement in the event the Operating Board approves changes to the water quality obligations under this subsection; and

f. establish a technical subcommittee(s) to assist in its roles under this Section II.D.4.

5. Distribution Systems. Water Utility shall be responsible for compliance with all applicable federal, state, and local water quality laws and regulations within its retail distribution system. Seattle is not responsible for water quality compliance for water from Alternate Supplies.
6. Monitoring. Monitoring generally consists of sample collection, testing and reporting. Seattle is responsible for water quality monitoring for the Seattle Regional Water Supply System and Water Utility is responsible for water quality monitoring for its retail distribution system. Notwithstanding the foregoing, the parties acknowledge and agree that it is in the best interests of the region for Seattle to perform certain monitoring responsibilities as described below within those Wholesale Customers' retail distribution systems that have not opted out of the monitoring services as described below and to include the costs of such monitoring services in the appropriate cost pools under Section IV of this Contract. Seattle will not monitor the water within a Wholesale Customer's retail distribution system that opts out of monitoring services. A Wholesale Customer that elects to opt out of Seattle's monitoring services shall submit a written notice to Seattle of its election to opt out of these monitoring services. Water Utility may contract with Seattle to perform water quality monitoring and reporting services that are in addition to Seattle's obligations under this Section II.D as an elective service under Section IV.F. of this Contract. Specific monitoring procedures for Rules identified in the Federal Safe

Drinking Water Act (40 CFR 141) and Chapter 246-290 WAC are described below:

- a. Surface Water Treatment Rule (“SWTR”) and Groundwater Rule (“GWR”).  
Seattle shall perform all monitoring for the water sources it owns in the Seattle Regional Water Supply System, and any chlorine residual sample collection and testing in Water Utility’s distribution system, which is done in conjunction with Seattle’s TCR monitoring consistent with Section II.D.6.c below. Seattle will report SWTR and GWR results to WA DOH and chlorine residual data to Water Utility. Water Utility is responsible for any applicable monitoring for its Independent or other Alternate Supplies and any other chlorine residual monitoring within its retail distribution system required under the SWTR.
- b. Lead and Copper Rule (“LCR”). Seattle shall perform monitoring within retail distribution systems for Wholesale Customers who hold Full Requirements Contracts under a regional LCR program. If Water Utility is a holder of a Full Requirements Contract, Water Utility is responsible for coordinating the location and collection of samples and reporting results to property owners as part of the regional LCR program. If Water Utility is the holder of a Partial Requirements Contract, Water Utility is responsible for all monitoring for LCR within its retail distribution system. In that case, Water Utility may elect to use the Seattle WQ Lab to test any LCR samples it collects as an Elective Service pursuant to Section IV.F.
- c. Total Coliform Rule (“TCR”). Seattle shall perform all routine sample collection and testing within Water Utility’s retail distribution system, unless Water Utility notifies Seattle in writing that it will be responsible for all routine TCR

monitoring within its retail distribution system. When Seattle performs routine TCR monitoring, Seattle shall report results to Water Utility and WA DOH, and Water Utility shall verify number and location for routine sample collection. Water Utility is responsible for performing any repeat sample collection, testing, and required reporting to WA DOH. Water Utility may elect to use the Seattle WQ Lab to test any samples it collects as an Elective Service under Section IV.F and Seattle will report results to Water Utility and WA DOH.

- d. Disinfection By-Products Rule (“DBP”). Seattle shall perform all routine sample collection at designated sample stands and testing of those samples within Water Utility’s retail distribution system unless Water Utility notifies Seattle in writing that it will be responsible for all DBP monitoring within its retail distribution system. When Seattle performs routine DBP monitoring, Seattle shall report results to Water Utility and WA DOH, and Water Utility shall verify number and location for sample collection. Water Utility is responsible for any routine sample collection at sites that are not designated sample stands and any additional sample collection, testing of samples it collects, and required reporting to WA DOH. Water Utility may elect to use the Seattle WQ Lab to test any samples it collects as an Elective Service under Section IV.F and Seattle will report results to Water Utility and WA DOH.
- e. Unregulated Contaminant Monitoring Rule (“UCMR”). Seattle shall perform all applicable monitoring required under the UCMR within the Seattle Regional Water Supply System. Water Utility will be responsible for all applicable monitoring required under the UCMR within its retail distribution system. Upon

recommendation by Seattle, the Operating Board may approve an alternate allocation of monitoring responsibilities under the UCMR when it is in the best interests of the Seattle Regional Water Supply System. The costs of any monitoring Seattle performs within the Seattle Regional Water Supply System or as approved by the Operating Board will be allocated to the appropriate cost pool under Section IV of this Contract.

- f. Other Monitoring. Seattle shall perform any other regulatory or non-regulatory monitoring within the Seattle Regional Water Supply System it deems necessary to ensure safe, high-quality water; including but not limited to, other source and miscellaneous monitoring; taste and odor sampling; and emerging contaminants. Water Utility will be responsible for any additional regulatory or non-regulatory monitoring within its retail distribution system.
7. Water Quality Reporting to Regulatory Agencies and Retail Customers (Consumer Confidence Reports). Each Wholesale Customer, including Water Utility, and Seattle, at its sole cost, is responsible for periodic water quality notifications and reporting to its respective retail customers and regulatory agencies as required by law. Seattle shall provide Water Utility all relevant water quality monitoring data consistent with its responsibilities in Section II.D.6 above in a timely manner so that Water Utility may incorporate the water quality data in its required notifications or reports and Seattle may offer public notification assistance, training, or other public notification resources to Water Utility.
8. Flushing. Water Utility shall be solely responsible for flushing water mains within its retail distribution system. Flushing allowances will be provided by Seattle when Seattle

or the Operating Board determine flushing is the best available option to maintain or improve regional water quality.

9. New Water Sources. To ensure public health and regional reliability, the parties agree that blending of water supplies is a matter of regional importance to be managed with the cooperation of the Water Utility, the Operating Board, and Seattle. Therefore, before Water Utility may introduce a new Alternate Supply into its retail distribution system that will mix with water from the Seattle Regional Water Supply System, Seattle must approve the Alternate Supply in writing as a compatible source after an evaluation using customary and reasonable water quality criteria developed in consultation with the Operating Board from time to time. Seattle is required to approve the proposed Alternate Supply when the evaluation establishes that the proposed Alternate Supply meets the following criteria: 1) satisfactory results from a blending study to determine the compatibility of the new Alternate Supply with existing sources already in the Seattle Regional Water Supply System or Water Utility's retail distribution system; 2) the appropriate method and level of treatment and the probable distribution area of the new Alternate Supply within Water Utility's retail distribution system; and 3) satisfactory evidence that Water Utility has obtained all necessary and appropriate regulatory permits, reviews, agreements and approvals for rights to and operational use of the Alternate Supply. The requirements under this Section II.D.9 are in addition to any other requirements, e.g. Section II.B.5, under this Contract to add a new Alternate Supply.
10. Transfers Outside Water Utility's Retail Distribution System. If Water Utility has approval pursuant to Section III.B and transfers water from the Seattle Regional Water Supply System through its retail distribution system to the distribution system of another



water utility, Water Utility, the other water utility, or both, shall be fully responsible for meeting all applicable water quality standards related to the transfer of such water between their respective systems. Seattle will not be responsible for water quality for water transferred outside of Water Utility's retail distribution system.

## **II.E. Regional Water Conservation Program**

The parties acknowledge and agree that conservation is an important ongoing tool to manage water supply resources and that a regional program, implemented collaboratively between Seattle and Wholesale Customers, to assist retail customers in using water efficiently will help defer development of New Supply Facilities and meet applicable regulations and agreements including, but not limited to, Washington State's Municipal Water Law (Chapter 90.03 RCW, as may be amended from time to time) and associated Water Use Efficiently (WUE) Rule (WAC 246-290 Part 8, as amended from time to time), Seattle's 2000 Cedar River Habitat Conservation Plan (HCP) and the 2006 Muckleshoot Indian Tribe (MIT) Settlement Agreement. As a condition of service under this Contract, Water Utility agrees to participate in the Regional Water Conservation Program ("Program"), as it may be amended from time to time during the term of this Contract, consistent with the Program guidelines below.

1. Program Elements. The Regional Water Conservation Program generally consists of the adoption of a regional WUE goal, good faith participation by all Wholesale Customers and Seattle, measurement of performance toward the regional WUE goal on a regional basis, and a combination of measures such as education, technical assistance and financial incentives to achieve the regional WUE goal.
2. Role of Operating Board. The Operating Board will approve the regional WUE goal subject to the additional approval under Section II.E.5 below and the total Program

budget subject to further approval by Seattle City Council, and set the strategic priorities for the Program consistent with any applicable requirements from regulations, agreements or orders. The Operating Board will also determine the cost recovery mechanism for the infrastructure costs of the Program, i.e. New Supply Rates or FCs, pursuant to Section IV.C.2.b. The Operating Board may also establish and provide strategic direction to a technical subcommittee of the Operating Board, the Conservation Technical Forum (“CTF”), comprised of program level staff from each Wholesale Customer and Seattle.

3. Role of Conservation Technical Forum. The CTF participates in designing the Regional Water Conservation Program, consistent with the strategic direction from the Operating Board, and may include review or generation of proposed Program elements or measures.
4. Role of Seattle. Seattle will administer the Regional Water Conservation Program, consistent with the approved regional WUE goal and total Program Budget, Program priorities and in consultation with the CTF. Administration includes, but is not limited to: staffing, including any consultants, to implement the Program; maintaining the Program website; maintaining a system to accept, process, and pay rebates; providing technical assistance to retail customers; developing template education and outreach materials for Wholesale Customers and Seattle to use in their retail distribution service areas (“Program materials”); coordinating certain regional marketing efforts with CTF; and providing each Wholesale Customer, including Water Utility, information related to achievement of the regional WUE goal and Program activity level within their respective retail distribution service areas.

5. Role of Wholesale Customers. At their own cost and expense, Seattle and each Wholesale Customer, including Water Utility, is responsible for marketing the Program using the Program materials within their retail service area that are in addition to any regional marketing efforts coordinated with CTF; adopting the regional WUE goal by their governing body; any required reporting of the regional WUE goal and performance to the State and their respective retail customers; and data collection as needed to track the regional WUE goal in their respective retail distribution systems.
6. Conservation in Addition to the Regional Program. Water Utility may elect to implement its own water conservation program or measures, in addition to the Regional Water Conservation Program, at its own discretion and its sole cost.
7. Postponing the Need for New Supply Facilities. In order to avoid the necessity of developing or acquiring New Supply Facilities for as long as reasonably practicable, any water saved through the Regional Water Conservation Program shall be dedicated first to the municipal water supply purposes of the Seattle Regional Water Supply System before any other use of such water may be undertaken.
8. Responding to changes in Conservation Program requirements. The parties acknowledge and agree that changes in conservation regulation, agreements, and other conservation requirements may occur from time to time. Upon Seattle's request, Water Utility will cooperate to amend, by letter agreement, this Contract as appropriate, for the limited purpose of documenting adjustments to the Regional Water Conservation Program or documenting other conservation activities resulting from such changed circumstances.

#### **II.F. Cedar River Watershed Education Center and Other Facilities**

Water Utility may use the Cedar River Watershed Education Center up to two times per year

without charge, subject to availability. Water Utility may request occasional guided tours of the Cedar River Watershed or other facilities in the regional system. Water Utility may coordinate any use under this provision with the Wholesale Contracts Manager.

## **SECTION III. CONDITIONS OF SERVICE**

### **III.A. Minimum Hydraulic Gradient and Flow Rates**

1. Initial Minimum and Flow Rates. Seattle shall operate and maintain the Regional Facilities, and Subregional Facilities, if applicable, as necessary to maintain the minimum hydraulic gradients at each Service Connection as long as Water Utility does not exceed the flow rates at each Service Connection that are allocated from and based on maximum day demand, both of which are more specifically described in Exhibit II for each Service Connection. Seattle and Water Utility will include this information in their respective water system plans. Seattle, in consultation with the Operating Board, may increase the flow rates in Exhibit II from time to time based on updated average daily demand projections subject to transmission system capacity. Water Utility shall use best efforts to operate and maintain its retail distribution system in a manner consistent with the flow rates described in Exhibit II. Water Utility may use all or some of the flow rates allocated to each Service Connection on any other Service Connection that is located on the same Pipeline Segment Number, but in that case, the minimum hydraulic gradients are not guaranteed. Water Utility shall avoid taking water from a Service Connection in a manner that exceeds the flow rates for that Service Connection (or the aggregate flow rate for the Service Connections on the same Pipeline Segment Number) or take the flow at a rate faster than 24 hours, e.g. excessive intraday peaking, which could impact Regional Facilities or other Wholesale Customers downstream or upstream of Water Utility's

Service Connections. Upon notice by Seattle, Water Utility shall immediately reduce water deliveries at the Service Connection to no more than the flow rates for a Service Connection (or aggregate on same Pipeline Segment Number) in Exhibit II. In the event that Water Utility does not reduce deliveries as required under this provision, Seattle may install and operate flow restricting devices at the Service Connection(s), at Water Utility's expense. Water Utility shall maintain sufficient storage in its retail distribution system to manage peak demands in excess of the flow rates in Exhibit II and may be subject to the Demand Charges pursuant to Section IV.G.5.a if storage is insufficient. The parties will amend Exhibit II by letter agreement to reflect any modifications pursuant to this Section III.A.1.

2. Modifications. If Seattle proposes a capital improvement project that would result in needing to modify the minimum hydraulic gradient and the corresponding flow rates at one or more Service Connections, Seattle may modify the minimum hydraulic gradient and corresponding flow rates described in Exhibit II if Seattle finds, and the Operating Board concurs, that Seattle's proposed capital improvement project would benefit the Seattle Regional Water Supply System and that it is feasible from an economic, land use and engineering perspective for Water Utility to adapt to the modification at its expense. Seattle may make these modifications only once during any fifteen (15) year period provided that four (4) years advance written notice is given to Water Utility unless a shorter notice is approved by the Operating Board. The parties will amend Exhibit II by letter agreement to reflect any modifications pursuant to this Section III.A.2.
3. New or Changed Service Connections. Seattle, in consultation with the Operating Board, and Water Utility may mutually agree to new or relocated Service Connections or

adjustments to the minimum hydraulic gradients and corresponding flow rates. The parties will amend Exhibit II by letter agreement to reflect any changes under this provision. Any costs associated with a new or changed Service Connection will be allocated consistent with Section IV.C.1.c.

### **III.B. Resale to Other Parties**

Water Utility may sell, or supply for emergency purposes, water supplied by Seattle to other water utilities located outside of Water Utility's existing or future retail service area and within Seattle's Service Area Boundary, or to Seattle's other Wholesale Customers, block customers or retail customers, only upon the prior written consent of Seattle (or oral, in case of emergency), which consent may include any terms and conditions or limitations Seattle may require. Agreements for resale or emergency supply of water by Water Utility listed in Sections I or IV of Exhibit I, as appropriate, are hereby approved by Seattle subject to whatever written terms, conditions and limitations that Seattle has imposed on such resale or emergency supply.

### **III.C. Interconnection With Other Systems**

1. Prohibition on Interconnection. Water Utility shall not interconnect any part of its retail distribution system supplied with water from Seattle with other water systems without the prior written approval of Seattle, in consultation with the Operating Board, or, in case of emergency, upon oral approval by Seattle, which shall not be unreasonably withheld. Any such interconnection also shall be subject to the approval of the Washington State Department of Health and the installation of a meter. The interconnecting systems must be in compliance with all applicable laws and regulations including the requirement that they have a valid operating permit issued by the Washington State Department of Health. The parties will revise Exhibit I by letter

agreement to include any interconnections approved under this Section III.C.1.

2. Requests by Seattle to Interconnect. Seattle may request that Water Utility interconnect its retail distribution system to the distribution system of an adjacent Wholesale Customer for the purposes of wheeling water from the Seattle Regional Water Supply System through Water Utility's retail distribution system to the adjacent Wholesale Customer, provided that the adjacent Wholesale Customer has agreed to be subject to the provisions of Section III.C.2.b below. Water Utility shall comply with that request subject to the terms and conditions set forth below.

- a. Requirement for Interconnection. If Water Utility does not consent to Seattle's request for interconnection, Seattle may submit its request to the Operating Board. Water Utility may present the reasons it does not consent to the interconnection to the Operating Board, and may include alternatives for consideration to serve the adjacent Wholesale Customer. The Operating Board shall consider the matter. Upon (a) a written finding by the Operating Board that the proposed interconnection with an adjacent Wholesale Customer for wheeling purposes is feasible taking into account Water Utility's capabilities, limitations, and obligations, (b) a written finding by the Operating Board that such interconnection benefits the Seattle Regional Water Supply System and (c) a written demand of the Operating Board that Water Utility carry out the interconnection, Water Utility shall be required to interconnect its facilities to the adjacent Wholesale Customer for the purposes of wheeling water to that Wholesale Customer through its retail distribution system, provided that the adjacent Wholesale Customer has agreed to be subject to the provisions of Section III.C.2.b below.

- b. Payment and Indemnity. Seattle will require that the adjacent Wholesale Customer agree: 1) to perform or cause to perform the interconnection, at adjacent Wholesale Customer's cost, in a location and according to specifications and a schedule acceptable to Seattle and Water Utility that do not unduly disrupt Water Utility's operations; 2) pay Water Utility its actual costs incurred to review, inspect and accept the installation of the interconnection; 3) pay Water Utility a reasonable rate or charge for the cost of wheeling the water to the adjacent Wholesale Customer as determined by the Water Utility, ; and 4) indemnify Water Utility from any liability that may result from operating the interconnection to deliver water to the adjacent Wholesale Customer. The Operating Board may adopt a standard methodology based on industry standards for calculating costs that ensures that Water Utility is fairly compensated for wheeling water through its retail distribution system. The adjacent Wholesale Customer may request review of Water Utility's wheeling rate by the Operating Board. The Operating Board shall have the authority to revise any rate that it determines is in excess of the Water Utility's full costs of owning, operating, maintaining, repairing and replacing and supporting the water facilities necessary to wheel water to the adjacent Wholesale Customer.

#### **III.D. Development of Seattle Regional Water Supply System Infrastructure**

Final decisions and authority to approve construction of capital infrastructure related to the Seattle Regional Water Supply System shall rest with the Seattle City Council. Capital construction activities include, but are not limited to installations, renewals, replacements, upgrades, expansions, and any other costs included in Seattle's Capital Improvement Plan as more



particularly described in Section VI.D.

### **III.E. Metering Equipment**

1. Service Connection Meters. Seattle shall own and perform reading, testing, cleaning, routine maintenance and recalibration on the meters within each Service Connection to measure the amount of water delivered to Water Utility through the Service Connection pursuant to this Contract. Seattle shall perform all other work on the Service Connections including major maintenance, repairs, and replacements, at Water Utility's expense regardless of the cause, provided that the cause is consistent with AWWA and safety standards and practices (e.g. major maintenance, repairs and replacements) except to the extent the costs are a result of 1) Seattle's negligence, or 2) a meter failure within 5 years of the original installation; in which for both cases, the costs shall be allocated to the Existing Regional System Cost Pool. Water Utility shall operate and maintain its retail distribution system in a manner that the water flowing through the Service Connection meter operates within the normal operating range for the meter as specified by the manufacturer. In the event Seattle fails to conduct routine maintenance on the meters, including vault structures, Water Utility may notify Seattle of its failure and request that Seattle conduct the necessary and appropriate maintenance within a period of 90 days. Water Utility may in its discretion install additional water meters within Water Utility's water system to measure the supply of water from Seattle under this Contract. In the event of a discrepancy in meter readings, the parties will work in good faith to resolve the discrepancy.
2. Deliveries to Seattle. Until such time as Seattle determines it to be economical to install metering devices to measure the amount of water delivered from the Seattle Regional

Water Supply System to the Seattle Retail Distribution System, the amount of water delivered to the Seattle Retail Distribution System shall be measured indirectly by subtracting the metered water delivered to all of Seattle’s Wholesale Customers and other wholesale customers, e.g. block contract holders, from 98% of the total amount of water exiting Seattle’s sources of supply as measured by the supply meters. Seattle shall perform routine maintenance and recalibration of its supply meters in accordance with industry standards to ensure the accuracy of the data and information being provided by the supply meter.

## **SECTION IV. COST OF WATER SUPPLY & TRANSMISSION**

Cost-based rates are a water industry accepted practice and the historical practice of Seattle and the Wholesale Customers. The ratemaking principles, policies and methodologies set forth in this Section IV are intended to meet the objective of equitable and cost-based rates.

### **IV.A. Ratemaking and Cost-allocation Principles**

The parties will apply the following general principles and policies to the establishment of all rates, charges, and cost allocations for water supply, transmission, and related services under this Contract.

1. No expenses attributable to electric power development may be allocated to the cost pools identified herein unless the pools are allocated a commensurate share of revenue derived from such development.
2. Seattle shall utilize the governmental accounting and financial reporting standards established by the Governmental Accounting Standards Board (“GASB standards”) that follow generally accepted accounting principles, as may be amended from time to time, consistently applied as a basis for developing the financial information upon which rates

and charges are based.

3. Abrupt changes in financial policies should be avoided.
4. The rate structure should encourage the efficient use of water, conservation and the timely development of new environmentally responsible, cost-efficient, and high-quality water sources and should incorporate seasonal rates and other pricing approaches to encourage efficient use.
5. The rate structure should be innovative, flexible, and adaptive whenever it is cost effective and beneficial in furthering the ratemaking policies.
6. The rate structure should be simple to administer and easily understandable.
7. The rate structure should be designed to recover the costs to own, operate and support the Seattle Regional Water Supply System fairly and objectively.
8. Unless modified with the approval of the Operating Board or implemented prior to the initiation of the current Contract review process in 2020, Seattle's ratemaking processes will reflect the generally accepted guidelines and practices of the U.S. water industry.
9. When revenues for regional or subregional assets are received outside of rates or Facilities Charges (such as but not limited to capital contributions, grants, donated plant, insurance or FEMA reimbursements, payments based on allowances or other agreed-upon terms), that portion of the asset equal to the amount of outside revenue received shall be removed from the applicable cost pool. When revenues for Index O&M Costs or Non-Index O&M Costs are received outside of rates (such as but not limited to grants, fee for services, insurance or FEMA reimbursements, payments based on allowances or other agreed-upon terms), the Index O&M Costs or Non-Index O&M Costs shall be reduced by the corresponding amount.

10. Certain costs may be recovered through allowances or other mutually negotiated terms. Any costs recovered through such terms must be recognized and accounted for appropriately within Seattle's ratemaking processes to eliminate the possibility of double-recovery.
11. Any portion of Seattle's Non-Index O&M Costs or capital costs which benefit only an individual Wholesale Customer or serves growth of a customer having a Block Purchase Contract shall be allocated to that customer or to a cost pool in which the customer bears an appropriate share, except as specifically provided in Sections IV.C.3.b, IV.D.2, and VI.D.2 of this Contract.
12. Only those costs incurred by the Seattle Water Enterprise Fund to own, operate, and reasonably support the Seattle Regional Water Supply System are eligible for recovery through the rates and charges pursuant to the terms of this Contract.
13. Seattle shall provide reasonable and early notice and appropriate information to the Operating Board so that it can carry out its roles with reasonable opportunity for meaningful input.
14. The Seattle Retail Distribution System shall be treated as the equivalent of a Wholesale Customer of the Seattle Regional Water Supply System for the purpose of charging Seattle the same applicable wholesale rates and charges as Water Utility for water supply and transmission unless specifically provided otherwise in this Contract. Costs calculated under the costs pools described below shall apply to all Wholesale Customers and to the Seattle Retail Distribution System consistently.
15. All parties will use best efforts in establishing rates and cost allocations that reflect the ratemaking and cost allocation principles set forth in this Section IV.A.

16. Costs should be capitalized for wholesale ratemaking purposes by applying the same capitalization policy as applied to the Seattle Water Enterprise Fund, except as allowed under Section IV.D.2.a.i.

#### **IV.B. Ratemaking Framework**

Subject to the foregoing principles, wholesale rates and charges for the services described in this Contract shall be developed by Seattle based on the following framework:

1. Water Supply and Transmission Services. The costs of water supply and transmission of water shall be accounted for in the cost pools described in Section IV.C below. Seattle will recover the costs in each cost pool by establishing separate rates or charges for each cost pool but may charge composite rates. Rates and charges will be applied consistently to Wholesale Customers within a Customer Class and the Seattle Retail Distribution System except as may be specifically defined as a charge to an individual or subset of Wholesale Customers, including Seattle.
2. Mixed-use Allowances. Seattle owns and operates Mixed-use Assets and performs Mixed-use O&M that are shared between or used to support both the Seattle Regional Water Supply System and the Seattle Retail Distribution System. The parties mutually agree to the recovery of costs of the portion of the Mixed-use Assets and Mixed-use O&M used to support the Seattle Regional Water Supply System.to the extent specified in this Contract, including in Sections IV.D.2.b and 3.a.ii.
3. Seattle Retail Distribution System. Seattle may not allocate the costs of the Seattle Retail Distribution System or the portion of the Mixed-use Assets and Mixed-use O&M used to support the Seattle Retail Distribution System to any cost pools under this Contract.

#### **IV.C. Seattle Regional Water Supply System Cost Pools**

For the purpose of determining costs of water supply and transmission, there shall be the cost pools described below.

1. Existing Regional System Cost Pool. The Existing Regional System Cost Pool shall be accounted for as follows:
  - a. A rate shall be charged to recover the full costs of owning, operating, maintaining, repairing, renewing, and replacing and supporting the Existing Regional Facilities, which are assigned to this cost pool. Seattle may amend the list of Existing Regional Facilities in Exhibit VI, if necessary, to add or delete Existing Regional Facilities, as appropriate. The amended Exhibit VI will be incorporated as part of this Contract.
  - b. The Operating Board may approve the allocation of 1) any portion of a New Supply or New Transmission Facility project that enhances reliability of Existing Regional Facilities to the Existing Regional System Cost Pool and 2) any portion of an Existing Regional Facility project that expands the supply capacity of the Seattle Regional Water Supply System to the New Supply Cost Pool or the transmission capacity of the Seattle Regional Water Supply system to the New Transmission Cost Pool. Seattle will amend the relevant lists of Regional Facilities in Exhibit VI, as appropriate, to document any portion of a project or costs that are allocated by the Operating Board under this Section IV.C.1.b. The amended Exhibit VI will be incorporated as part of this Contract.
  - c. Costs of Service Connections and Metering Equipment. If Seattle requests a change in the location of the Service Connection to Water Utility for the benefit of the Seattle Regional Water Supply System or incurs costs for metering

equipment that meet one of the exceptions in Section III.E, then the costs, including any retirement costs of the old Service Connection, shall be included in the Existing Regional System Cost Pool. If Water Utility requests a new Service Connection, a change in location, an adjustment to service conditions of an existing Service Connection or Seattle incurs any other costs that are allocated to Water Utility pursuant to Section III.E, then Seattle shall invoice Water Utility for the costs of the new, replaced/repared or changed Service Connection, including any retirement costs of the old Service Connection consistent with Section III.E.

2. New Supply Cost Pool. The New Supply Cost Pool shall be accounted for as follows:
  - a. A rate shall be charged to recover the full costs of owning, constructing, operating, maintaining, repairing, renewing and replacing and supporting the New Supply Facilities, which are assigned to this cost pool, and which includes the costs of the Regional Water Conservation Program. Seattle may amend the list of New Supply Facilities in Exhibit VI, to add or delete New Supply Facilities, as appropriate. The amended Exhibit VI will be incorporated as part of this Contract.
  - b. The Operating Board may approve the allocation of certain costs to the New Supply Cost Pool consistent with Section IV.C.1.b above. Seattle will amend the relevant lists of Regional Facilities in Exhibit VI, as appropriate, to document any portion of a project or costs that are allocated by the Operating Board under this Section IV.C.2.b. The amended Exhibit VI will be incorporated as part of this Contract.
  - c. The Operating Board shall determine whether the infrastructure costs of New Supply Facilities shall be recovered through FCs or new supply rates.

- d. The Operating Board may allocate the reasonable expenses of the Operating Board to this cost pool.
3. New Transmission Cost Pool. The New Transmission Cost Pool shall be accounted for as follows:
- a. A rate shall be charged to recover the full costs of owning, constructing, operating, maintaining, repairing, renewing, and replacing and supporting the New Transmission Facilities, which are assigned to this cost pool. Seattle may amend the list of New Transmission Facilities in Exhibit VI, if necessary, to add or delete New Transmission Facilities, as appropriate. The amended Exhibit VI will be incorporated as part of this Contract.
  - b. The Operating Board may approve the allocation of certain costs to the New Transmission Cost Pool consistent with Section IV.C.1.b above. In addition, the Operating Board may approve the allocation of any portion of a New Transmission Facility project that benefits only a subset of Wholesale Customers or an individual Wholesale Customer to a subregional cost pool or the individual Wholesale Customer. Seattle will amend the relevant lists of Regional or Subregional Facilities in Exhibits VI or VII, as appropriate, to document any portion of a project or costs that are allocated by the Operating Board under this subsection IV.C.3.b. The amended Exhibits VI or VII will be incorporated as part of this Contract.
  - c. The Operating Board shall determine whether the infrastructure costs of New Transmission Facilities shall be recovered through FCs or new transmission rates.
  - d. The Operating Board may allocate the reasonable expenses of the Operating



Board to this cost pool.

4. Operating Board Review. Prior to commencing in the design and construction of facilities eligible for inclusion in the New Supply or New Transmission Cost Pools, Seattle will review the purpose, timing, and need for said new supplies with the Operating Board. The Operating Board will have 90 days to provide Seattle with written comments on the proposed new supply or transmission development along with its recommendation on whether or not Seattle should proceed with the proposed plan. Nothing in this provision shall be interpreted to prevent Seattle from engaging in preliminary design efforts necessary to determine the feasibility of, or costs associated with, a particular project.
5. Subregional Cost Pools. Certain Wholesale Customers are served, in part, by subregional transmission facilities that only benefit those Wholesale Customers in the specific subregions. If Water Utility is served by subregional transmission facilities as described in Exhibit I, Water Utility is subject to the relevant provisions of this Section IV.C.5. If Water Utility is not served by subregional transmission facilities, this provision does not apply. The following subregional cost pools shall be accounted for as follows:
  - a. Eastside, Southwest and Renton Subregional Cost Pools. A rate for each subregion shall be charged to the appropriate Wholesale Customers who are served by the respective subregional facilities to recover the full costs, as defined by this Contract, of owning, constructing, operating, maintaining, repairing, renewing and replacing and supporting the Eastside, Southwest or Renton Subregional Facilities, respectively, which are assigned to the respective subregional cost pools. Seattle may amend the list of Subregional Facilities in

Exhibit VII, if necessary, to add or delete Subregional Facilities. The amended Exhibit VII will be incorporated as part of this Contract.

- b. The Operating Board may approve the allocation of other costs that benefit the specific Wholesale Customers served by the Eastside, Southwest or Renton Subregional Cost Pools, as appropriate.
6. Renton New Supply Cost Pool. The Renton New Supply Cost Pool shall be accounted for as follows:

The full costs of owning, constructing, operating, maintaining, repairing, renewing and replacing and supporting the New Supply Facilities developed after January 1, 2012, including the costs of the Regional Water Conservation Program beginning January 1, 2012, shall be included in the Renton New Supply Cost Pool.
  7. Creation of Additional Cost Pools. Seattle, in its discretion, may create additional cost pools, including its allocation by customer or customer class, to provide equity and flexibility in payment arrangements and the allocation of costs as the Seattle Regional Water Supply System expands to include new infrastructure, operations, and customers or responds to changed circumstances such as new regulatory requirements. The Operating Board may review and recommend revisions to the definition of the additional cost pool, and how it will be accounted for or allocated by customer or customer class. The Operating Board may approve the allocation of costs, or portion thereof, between a newly created additional cost pool and an existing cost pool if the costs to be allocated satisfy the criteria for allocation to the existing cost pool. Seattle and Water Utility will revise the Contract by letter agreement for the limited purposes of documenting the creation and allocation of an additional cost pool under this Section IV.C.7.

8. Approval of Cost Allocation Method. The Operating Board shall use its best efforts to determine and approve a cost allocation method for infrastructure projects and related capital costs within the Seattle Regional Water Supply System prior to the project obtaining construction approval from the Seattle City Council. Failure of the Operating Board to approve a cost allocation method, however, shall not hinder Seattle from approving such projects in order to assure Seattle's fulfillment of its obligations under this Contract.

#### **IV.D. Allocation of Costs and Revenues into Cost Pools**

1. Accounting. Seattle shall maintain and use a cost accounting system consistent with the provisions of this Contract and the GASB standards, as amended from time to time, consistently applied in developing the financial information for determining the costs of acquisition or ownership, construction, repair, renewal, replacement, upgrade, expansion, maintenance and operation of the Seattle Regional Water Supply System. Seattle's compliance with GASB standards will take precedence over any conflicting accounting provisions under this Contract.
  - a. Asset Accounts. An asset account shall be maintained for each facility and within that account, Seattle shall record the original cost of that facility, plus betterments, and less retirements.
  - b. Depreciation. Facilities shall be depreciated according to industry-standard water system asset lives and a record of life-to-date depreciation shall be maintained for each facility. No depreciation shall be recorded in the first calendar year of operation of a facility. A full year's depreciation shall be recorded in every subsequent year.

- c. Net Book Value. The Net Book Value of any facility shall be its original cost, plus betterments, and less retirements as recorded in its facility asset account, less life-to-date depreciation.
- 2. Infrastructure Costs. Each cost pool shall include the infrastructure costs for the facilities assigned to each cost pool as more particularly listed in Exhibits VI and VII (Regional Facilities and Subregional Facilities, respectively) and recognized on a utility or cash basis depending upon the facility and the cost pool as set forth below.
  - a. Cost Basis. Seattle shall determine one of the following bases to recognize the infrastructure costs for ratemaking purposes and use it consistently throughout the life of the facility.
    - i. Utility Basis. Seattle shall use the Utility Basis to recognize the infrastructure costs for all Existing Regional and Subregional Facilities, as well as their replacements and betterments or portions thereof. Seattle shall also use the Utility Basis for New Supply and New Transmission Facilities. Under the Utility Basis, the infrastructure cost for a facility in any year shall be the sum of (i) the annual depreciation expense recorded for that facility and (ii) the product of the Net Book Value of that facility and the Rate of Return on Investment of that facility.
      - (a) Seattle, in its discretion, may consider interest costs as current infrastructure costs during the construction of a facility. However, any such interest costs must be considered contributions in aid of construction, and not included in the Net Book Value of the facility for purposes of recognizing infrastructure costs under the Utility Basis

in future years.

- (b) For ratemaking purposes and with the approval of the Operating Board, assets may be depreciated over a different time frame than that used by Seattle for financial reporting purposes in preparation of its audited Financial Statements.
- ii. Cash Basis. Seattle, with the approval of the Operating Board, may use the Cash Basis to recognize infrastructure costs for any Regional or Subregional Facilities or a portion thereof. Under the Cash Basis, the infrastructure cost for a facility in any year shall be the actual cash expenditure made by Seattle in that year for either the payment of construction costs or actual principal and interest costs on debt issued to finance its construction. In the event that the depreciation lifetime of the facility listed in the asset account is less than the term of the debt issued to finance all or a portion of the facility, Seattle will select debt maturities such that the construction cost of the facility will be fully amortized under the Cash Basis at the end of its depreciation lifetime.
- b. Infrastructure Adder. The parties agree the Infrastructure Adder provides a reasonable way to recover an allowance for 1) the regional portion of infrastructure costs of Mixed-use Assets; 2) the regional portion of mixed-use unrestricted cash assets; and 3) the equity or higher opportunity cost of cash financing Regional Facilities or the regional portion of Mixed-use Assets.
- c. Facilities Charges.
  - i. Establishing Facilities Charges. If the Operating Board determines to recover infrastructure costs for certain New Supply or New Transmission Facilities

through FCs, then Seattle will establish FCs as follows:

- (a) ERU Charge. At the time the designated New Supply or New Transmission Facilities are put into service, Seattle shall establish a charge per one Equivalent Residential Unit (ERU Charge) for the Facility, or Facilities as the case may be, pursuant to the methodology in Exhibit V, which may include adjusting existing ERU Charges, if any, to include the new ERU Charges being established.
- (b) ERUs.
  - (i) ERU Definition. Seattle, in its discretion, shall set, or amend from time to time, the capacity of one ERU to reflect the typical consumption of a single-family residence based on appropriate information consistent with accepted industry standards. The Operating Board may review and recommend revisions to Seattle's ERU definition. The then current ERU definition will be used in the methodology in Exhibit V to establish an ERU Charge.
  - (ii) ERU Factor. Seattle shall use the table of ERU Factors set forth in Exhibit V, which assigns a multiplier to each retail meter connection size. Seattle may propose, and the Operating Board may approve, adjustments to the table of ERU Factors. In the event the Operating Board approves an adjustment to the ERU Factors, the parties will amend Section B of Exhibit V by letter agreement for the limited purposes of documenting adjustments to the ERU

Factors.

- (c) Facilities Charges. Seattle shall adopt Facilities Charges for each meter connection size based on the then current ERU Charge multiplied by the ERU Factor.
- ii. Imposition and Payment of Facilities Charges. Seattle shall collect and Water Utility shall pay FCs based on the following:
  - (a) Water Utility's Retail Connections. Until such time as Seattle develops another basis, Water Utility shall track the number and size of each retail meter installed by Water Utility during each month and pay the appropriate Facilities Charges, taking into account the size of each meter, within 30 days of the end of the next month, unless Water Utility has an FC Allowance balance pursuant to Section IV.D.2.c.iii below.
  - (b) Seattle shall pay FCs on the same basis.
  - (c) If Water Utility has an FC Allowance as listed in Section 2 of Exhibit I, the FC Allowance balance will be reduced by an amount equal to the aggregate of the ERU Factors for each meter added by Water Utility during the previous month, and such reduction of the FC Allowance balance shall be in lieu of payment of FCs until the FC Allowance is zero.
  - (d) Seattle will allocate FC revenues to offset infrastructure costs in the New Supply or New Transmission Cost Pools, respectively, based on which cost pool the Regional Facility whose

infrastructure costs are being recovered through FCs is assigned.

Seattle and Water Utility agree that FC revenues are the sole property of Seattle.

iii. FC Allowance for Supplies. If Water Utility operates Independent Supplies or Purchased Supplies as listed in Exhibit I, Seattle shall establish a growth allowance ("FC Allowance") based on the amount of additional ERUs the Independent Supply or Purchased Supply is sufficient to serve within Water Utility's retail distribution service area as specifically described in Section 2 of Exhibit I as of the effective date of this Contract. The FC Allowance shall be a credit against the imposition of FCs until the FC Allowance reaches zero, then Water Utility shall pay FCs in accordance with Section IV.D.2.c.ii above.

(a) Increase in FC Allowance. If Water Utility develops new Independent Supplies, makes improvements to an existing Independent Supply, or acquires new Purchased Supplies that increases the average annual production listed in Section 2 and/or Section 3 of Exhibit 1, the FC Allowance shall be adjusted as follows. If the new or improved Independent Supply or Purchased Supply produces at least one-third of its average annual production during the period between mid-May and mid-September, a trial period ("Trial Period") for the new or improved Independent Supply or Purchased Supply shall commence on January 1st of the calendar year following the year in which the new or improved



Independent Supply or Purchased Supply was placed into production. The Trial Period shall extend for three calendar years.

At the conclusion of the Trial Period, the FC Allowance shall be increased by the additional number of ERUs, using the then current ERU definition, served by the average annual production of the new or improved Independent Supply or Purchased Supply during the Trial Period. The parties will amend Exhibit I by letter agreement to document the adjusted FC Allowance and the average annual production of the new or improved Independent Supply or Purchased Supply.

- (b) Decrease in FC Allowance. In the event that the average annual production of an Independent Supply or Purchased Supply, or of all Independent or Purchased Supplies in aggregate, is lower than the average annual production as listed and under the conditions provided in Section II or Section III of Exhibit 1, the outstanding FC Allowance shall be reduced by the number of ERUs, at the then current ERU definition, that could be served, on an annual basis, by a supply of the same size as the reduction in average annual production of the Independent Supplies or Purchased Supplies. In the event that this adjustment results in a negative FC Allowance, Water Utility shall pay Seattle an amount equal to the then-current ERU Charge multiplied by the (negative) FC Allowance multiplied by minus one. The FC Allowance shall be zero upon full payment

or commencement of payments under a payment agreement pursuant to Section VII.A.2.

iv. Record-Keeping.

- (a) Monthly Report. Water Utility shall provide Seattle with a monthly report, in a form acceptable to Seattle, along with its monthly payment of FCs, showing the number of retail connections by size that Water Utility installed in the previous month.
- (b) Annual Report. Water Utility shall provide Seattle with an annual report by January 31st of each year for the previous year, in a form acceptable to Seattle, showing the total number of its retail connections by size as of December 31 of each year.
- (c) Seattle Annual Report on ERUs. Seattle shall prepare and distribute a report, no later than March 31st of each year, showing the ERUs for the Seattle Retail Distribution System and each Wholesale Customer for the previous year and each year since the original effective date of this Contract.

3. O&M Costs. The parties mutually agree to handle the O&M Costs for each cost pool as follows:

- a. Annual O&M Costs. For each of the Existing Regional System, New Supply and New Transmission Cost Pools, the Annual O&M Costs shall consist of the relevant Index O&M Costs times the Mixed-Use Multiplier, plus any Non-index O&M Costs in that year, if any.

- i. Index O&M Costs. The Index O&M Costs are the O&M Costs for the regional O&M Cost categories for each cost pool as more particularly described in Exhibit VIII and are intended to reflect the O&M Costs for Regional Facilities and regional-only programs and support functions. Seattle, in consultation with the Operating Board, may amend the list of Index O&M Cost categories in Exhibit VIII, if necessary, when a Regional Facility is added to or deleted from Exhibit VI or a regional-only program or support function is established or discontinued. The amended Exhibit VIII will be incorporated as part of this Contract.
- ii. Mixed-use Multipliers. The parties agree to use an initial Mixed-use Multiplier of 2.001, which, as applied above, results in an allowance for the portion of Mixed-use O&M Costs that support the Seattle Regional Water Supply System. The initial Mixed-use Multiplier established in this Contract, and any adjusted Mixed-use Multiplier, shall be consistent with the Ratemaking Principles in Section IV.A of this Contract and will be subject to periodic adjustment and review as provided in subsection (a) and (b) below and Section IV.H.1.a.
  - (a) The Mixed-Use Multiplier shall be adjusted every five years as a part of the Wholesale Statements, following the procedure below.
    - (i) Categorize the prior three years' O&M Costs of the Seattle Water Enterprise Fund, net of debt service and taxes on water sales, into the following: Index O&M Costs, Non-index O&M

Costs, Mixed-use O&M Costs, and the remainder, which is assigned as Seattle's retail costs.

(ii) Divide the Index O&M Cost by the sum of the Index O&M Cost and the retail cost. This calculation produces a percentage.

(iii) Apply the percentage produced in (ii) to the Mixed-use O&M Costs. The result is the portion of the Mixed-use O&M that will be recovered by the Mixed-use Multiplier.

(iv) To calculate the Mixed-use Multiplier, add the result from (iii) to the Index O&M Cost and divide that sum by the Index O&M Cost.

- (b) Seattle, in its discretion, may adjust the Mixed-use Multiplier from time to time when 1) it determines that the allowance produced by the then current Mixed-use Multiplier should not change in proportion to a change in the Index O&M Costs; and 2) the change in the Index O&M Costs was due to the addition or deletion of a Regional Facility resulting in a change of more than \$100,000 of Index O&M Costs. The calculation of the adjusted Mixed-use Multiplier shall follow the procedure outlined in Section IV.D.3.a.ii.(a) above, except that the anticipated change in cost for the added or deleted Regional Facility shall be added to or subtracted from the Index O&M Cost, respectively. The calculation of the adjusted Mixed-use Multiplier will be documented in the Wholesale Statements described in Section

IV.H.

- iii. Non-index O&M Costs. Seattle, in its discretion, may add certain regional O&M Costs that are unique or nonrecurring to the Annual O&M Cost in any year(s), as appropriate. For Non-Index O&M Costs larger than 1% of the annual Index O&M Costs, the Operating Board may elect to amortize the costs over a timeframe of the Board's choosing, not to exceed ten years. The annual amortization shall be included in the applicable cost pool, as well as the product of the unamortized cost and Seattle's Cash Pool Rate.
- b. Subregional O&M Costs. For each of the Subregional Cost Pools, the Annual O&M Costs shall consist of the actual O&M Costs for the respective Subregional Facilities assigned to each Subregional Cost Pool, including any net disposition costs for any of the Subregional Facilities in that cost pool, if any; together with any additional O&M Costs for the Subregional Facilities approved by Operating Board.
- c. Renton New Supply O&M Costs. For the Renton New Supply Cost Pool, the Annual O&M Costs shall be the same as the Annual O&M Costs in the New Supply Cost Pool.
- d. Disposition Costs. The costs of disposing of Regional or Subregional Facilities shall be included in the cost pool to which the Regional or Subregional Facilities are assigned. In the case of Regional Facilities, the net disposition costs will be added as a Non-index O&M Cost. Net disposition costs shall be calculated as follows:
  - i. Disposition Under the Utility Basis. The Net Book Value of the facility,

less any sales, salvage, or other revenues derived from the disposition of that facility. If an alternate life is being used for ratemaking purposes as compared to Seattle's financial reporting and Financial Statement purposes, the Net Book Value refers to the remaining asset value under the alternate life.

- ii. Disposition Under the Cash Basis. The value of principal of unpaid maturities of debt used to finance the construction cost of the facility, less any sales, salvage or other revenues derived from the disposition of that facility.
- iii. Certain Large Net Disposition Costs. For net disposition costs larger than 1% of the annual Index O&M Costs, the Operating Board may elect to amortize the net disposition costs over the remaining life of the asset(s), or another timeframe of the Board's choosing not to exceed ten years. The annual amortization shall be included in the applicable cost pool, as well as the product of the unamortized net disposition cost and Seattle's Cash Pool Rate.

#### **IV.E Allocation of Cost Pools by Customer or Customer Class.**

The costs and revenues in the cost pools shall be allocated within the pools as follows:

- 1. Allocation of Existing Regional System Cost Pool. The total cost of the Existing Regional System Cost Pool shall be allocated to customer classes as follows:
  - a. Block Purchase Customer Class. The portion of costs in the Existing Regional System Cost Pool allocated to holders of Block Purchase Contracts shall be determined pursuant to those contracts, if any.

- b. Other wholesale customers. The portion of costs in the Existing Regional System Cost Pool or Existing Supply and Existing Transmission Cost Pools, depending how they are named in the Block Contracts, allocated to holders of other types of wholesale water supply contracts with Seattle shall be determined pursuant to those contracts, if any.
  - c. Full and Partial Requirements Customer Class. The holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System shall be allocated the remaining costs in the Existing Regional System Cost Pool after the allocations in Sections IV.E.1.a and b above.
- 2. Allocation of New Supply Cost Pool. The total costs of the New Supply Cost Pool shall be allocated as follows:
  - a. Block Purchase Customer Class. The portion of costs in the New Supply Cost Pool allocated to holders of Block Purchase Contracts shall be determined pursuant to those contracts, if any.
  - b. Other wholesale customers. The portion of costs in the New Supply Cost Pool allocated to holders of other types of wholesale water supply contracts with Seattle shall be determined pursuant to those contracts, if any.
  - c. Full and Partial Requirements Customer Class. The holders of Full and Partial Requirements Contracts, except for Renton, and the Seattle Retail Distribution System shall be allocated the remaining costs in the New Supply Cost Pool after the allocations to Block Purchase Customers or other wholesale customers, if any, pursuant to Sections IV.E.2.a and b above; and after deducting an equivalent amount of costs that are allocated to Renton under the Renton New Supply Cost

Pool pursuant to Section IV.E.5 below.

3. Allocation of New Transmission Cost Pool. The costs allocated to the New Transmission Cost Pool shall be allocated as follows:
  - a. Block Purchase Customer Class. The portion of costs in the New Transmission Cost Pool allocated to holders of Block Purchase Contracts shall be determined pursuant to those contracts, if any.
  - b. Other wholesale customers. The portion of costs in the New Transmission Cost Pool allocated to holders of other types of wholesale water supply contracts with Seattle shall be determined pursuant to those contracts, if any.
  - c. Full and Partial Requirements Customer Class. The holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System shall be allocated the remaining costs in the New Transmission Cost Pool after allocations to Block Purchase Customers or other wholesale customers, if any, pursuant to Section IV.E.3.a and b above.
4. Allocation of Eastside, Southwest and Renton Subregion Cost Pools. All costs in the Eastside, Southwest and Renton Subregional Cost Pools shall be allocated to the Wholesale Customers served by the respective Subregional Facilities according to Exhibit VII.
5. Allocation of the Renton New Supply Cost Pool. A portion of the costs in the Renton New Supply Cost Pool shall be allocated as follows:
  - a. Block Purchase Customer Class and other wholesale customers. The holders of Block Purchase Contracts or other wholesale customers shall not be allocated any costs from the Renton New Supply Cost Pool.



- b. Full and Partial Requirements Customers. Except for Renton, the holders of Full and Partial Requirements Contracts and the Seattle Retail Distribution System shall not be allocated any costs from the Renton New Supply Cost Pool.
- c. Renton. Renton shall be allocated 6.8% of the remaining costs in the Renton New Supply Cost Pool after deducting an amount equivalent to the amount of costs from the New Supply Cost Pool allocated to the Block Purchase Customer Class or other wholesale customers, if any, pursuant to Section IV.E.2.a and b above. Seattle will recover the costs allocated to Renton from the Renton New Supply Cost Pool by a block payment paid in 12 equal installments in lieu of paying new supply rates or Facilities Charges (FCs) from the New Supply Cost Pool.
  - i. Seattle may update the percentage share of the costs in this cost pool allocated to Renton if Renton acquires additional retail distribution service area pursuant to Section II.B.2, or on January 1, 2022 and every 5 years thereafter during the term of this Contract. The basis for any adjustments to the percentage allocation will be based on the percentage of average annual flows of Renton's retail customers over the 5 prior years as compared to the average annual flows of all retail customers of the Wholesale Customers and the Seattle Regional Distribution System over the same 5 years.
- 6. Allocation of Additional Cost Pools. At the time an additional cost pool is created by Seattle pursuant to Section IV.C.7, the additional cost pool will be allocated by customer or customer class. The parties will enter into a letter agreement for the limited purposes of documenting the allocation of an additional cost pool.

#### **IV.F. Elective Services**

1. Elective Services. Seattle may provide certain elective services that are in addition to the services provided under this Contract to Water Utility upon request by Water Utility. Such services shall be negotiated and contracted for separately between Water Utility and Seattle or provided at then current standard charges, if applicable. Elective services may include:
  - a. Transmission Wheeling. Seattle, at its sole discretion, may provide Water Utility access to excess transmission capacity, if any, for a fee and under any conditions it deems reasonable to protect the Seattle Regional Water Supply System for purposes of wheeling compatible water to or from Water Utility through the Seattle Regional Water Supply System. The Operating Board may review and recommend revisions to any policies or criteria Seattle may use to consider a request for wheeling services from a Wholesale Customer.
  - b. Water Quality. So long as Seattle owns and operates a water quality lab, Water Utility may request the services of that lab based on its published rates for testing of samples for water quality monitoring that Water Utility performs.

#### **IV.G. Rate Setting, Adjustments and Special Charges**

1. Wholesale Rate Setting. Seattle, in its sole discretion, shall determine the structure of FCs and wholesale water rates, except that the FCs or wholesale rates may not, without approval of the Operating Board, be set to collect more than the projected costs included in the cost pools as described in this Section IV.

2. Retail Rate Setting. Each party to this Contract shall have sole authority for establishing retail rates, connection charges and other fees and charges within its respective jurisdiction, including the manner of passing through or incorporating any wholesale rates and charges due under this Contract.
3. Wholesale Rate Adjustment. Seattle may adjust water service rates and FCs from time to time. Rate adjustments will be effective only within five years of the completion of a rate study consistent with Section IV.G.4 below and provided that Seattle transmits its final rate adjustment proposal to the Operating Board and Water Utility for final review at least 30 days before it transmits it to Seattle City Council for consideration. The Operating Board may review and recommend revisions to the final rate proposal. Seattle will provide a written explanation of any recommendations that are not accepted and forwarded to Seattle City Council.
4. Rate Study and Review Consultant. Seattle shall conduct a rate study in accordance with accepted industry standards and this Contract. Seattle shall provide Water Utility and the Operation Board 30 days' advance written notice of its intent to conduct a rate study and shall make detailed information and progress reports during the course of the rate study available to Water Utility, other Wholesale Customers and the Operating Board for review and comment. Seattle shall select an independent rate consultant to review the rate study, including an independent review of the allocation of costs and revenues between cost pools. The Operating Board may review and recommend revisions to the scope of work for the rate consultant. Seattle shall cause a final rate consultant report to be made available to Water Utility and the Operating Board not less than 30 days before Seattle formally transmits any resulting rate adjustment proposal to the Operating Board. Unless otherwise

approved by the Operating Board, Seattle shall conduct a cost-of-service rate study no less frequently than once every five years.

5. Special Charges.

a. Demand Charge.

- i. Seattle, in its discretion, may adopt and implement a demand charge in accordance with the methodology described in Exhibit III. The demand charge consists of a calculation of Water Utility's deficient storage, if any, and a Storage Deficiency Rate (i.e., dollars per 1000 gallons of deficient storage) that is based on an equivalent annualized cost of providing the deficient storage, and which shall be updated with each rate study.
- ii. Seattle shall be exempt from the demand charge until such time as metering devices are installed pursuant to Section III.E.2.
- iii. The costs and revenues from implementing the demand charge will be allocated to the Existing Regional System Cost Pool. The Operating Board may approve the allocation of these costs and revenues to the New Transmission Cost Pool in the future to offset other costs that may be allocated to the New Transmission Cost Pool in the future.
- iv. Seattle shall suspend the implementation of demand charges, if any, in the event of emergencies and unforeseen conditions.

- b. Emergency Surcharge. In the event of a drought, catastrophe, or other extraordinary condition that requires emergency expenditures to maintain sufficient and safe water supply or transmission capacity, or both, Seattle, through its City Council, may impose an emergency surcharge on all Wholesale

Customers, including Seattle, in order to pay for emergency expenditures or maintain financial stability of the Seattle Regional Water Supply System, or both (“Emergency Surcharge”). The Operating Board may review and recommend revisions to any proposed Emergency Surcharge prior to submission to the Seattle City Council for consideration. Seattle shall provide a written explanation of any recommendations that are not accepted and forwarded to City Council. Revenues from an Emergency Surcharge will be applied to the appropriate cost pool that relates to the emergency situation giving rise to the Emergency Surcharge. For the avoidance of doubt, and for example only, an Emergency Surcharge issued in response to a drought would be applied to offset costs in the Existing Regional System Cost Pool and an Emergency Surcharge issued to pay for extensive transmission repair on New Transmission Facilities would offset costs in the New Transmission Cost Pool. If the emergency is not related to any particular cost pool, the Operating Board shall make the final determination as to which cost pool the revenues shall be applied.

- c. New Wholesale Customer Charge. Seattle will charge any new customer who signs a Full or Partial Requirements Contract after the Effective Date of this Contract and who has not previously contributed to the costs in the New Supply Cost Pool or the development of New Supply Facilities an appropriate charge for an equitable share of the New Supply Facilities. This charge may be satisfied by either paying FCs and new supply rates or arranging a special water supply rate in lieu of paying FCs. The revenue from this charge will be allocated to offset costs in the New Supply Cost Pool.

6. Transition.

a. Initial Existing Regional System Running Balance Surplus.

As part of the contract transition process, Seattle shall implement a one-time return of the lesser of the full amount of the Existing Regional System Cost Pool running balance surplus or \$82M to Wholesale Customers in lump sum payments following completion of the updated contracts (either fully executed with mutual agreement or amended through the process identified in Section II.A.4(b)) with all Wholesale Customers. Water Utility will receive payment for its prorated portion of the amount above based on each Wholesale Customer's demand since the balance last crossed zero within 60 days following the completion of the updated contracts (as defined above), even if such payments are made before the Effective Date of the Contract.

b. Cost-of-Service Rate Study.

Seattle agrees to begin performing a cost-of-service rate study no later than three months of the date on which all Wholesale Customer contracts are either fully executed pursuant to Section II.A.4.a. or amended pursuant to Section II.A.4.b.

c. Rebate Based on Alternate Utility Basis Cost.

As a result of negotiations pursuant to Section II.A.4.a, an Alternate Utility Basis will be applied as described below to calculate an annual rebate to Wholesale Customers signing this First Amended and Restated Contract for the Supply of Water. Water Utility will be eligible for an annual rebate in the form of a credit on its bill for a portion of the difference between Utility Basis cost

and the Alternate Utility Basis cost (for assets whose cost is calculated on a Utility Basis) as described below, if the Alternate Utility Basis results in a lower cost. This comparison will be conducted annually as part of the Wholesale Statement Review and the Water Utility's portion will be based on Water Utility's percentage of Wholesale Customer demand for each applicable Cost Pool in that year.

i. Definitions.

The following definitions will be used to calculate the Alternate Utility Basis cost:

"Alternate Infrastructure Adder" – A certain percentage amount that is applied as a component of the Rate of Return on Investment to the Net Book Value of facilities recognized under the Utility Basis, which may be adjusted pursuant to Section IV.G.6.c.iii below.

"Alternate Mixed-use Assets" – Capitalized facilities or assets that are shared between or used to support both the Seattle Retail Distribution System and the Seattle Regional Water Supply System.

"Alternate Rate of Return on Investment" – Alternate Seattle's Average Cost of Debt plus the Alternate Infrastructure Adder.

"Alternate Seattle's Average Cost of Debt" ("Alternate ACOD") - The weighted average coupon interest rate on Seattle's water system debt outstanding over the course of a calendar year with adjustments to recognize i) outstanding amortized premium or discount on water system debt; ii) gains/losses on water system bond refunding's; iii) issuance costs

including third party costs paid by bond proceeds; iv) prepaid insurance costs; v) net interest expense on debt service reserves; and vi) any other appropriate ongoing debt costs, e.g. variable rate remarketing, ongoing credit rating agency monitoring fees, calculated at the end of each calendar year during the term of this Contract.

- ii. Under the Alternate Utility Basis, the infrastructure cost for a facility in any year shall be the sum of (i) the annual depreciation expense recorded for that facility and (ii) the product of the Net Book Value of that facility and the Alternate Rate of Return on Investment of that facility.
  - a. Seattle, in its discretion, may consider interest costs as current infrastructure costs during the construction of a facility. However, any such interest costs must be considered contributions in aid of construction and not included in the Net Book Value of the facility for purposes of recognizing infrastructure costs under the Utility Basis in future years.
  - b. For ratemaking purposes and with the approval of the Operating Board, assets may be depreciated over a different time frame than that used by Seattle for financial reporting purposes in preparation of its audited Financial Statements.
- iii. Alternate Infrastructure Adder. The parties mutually agree to use an initial Alternate Infrastructure Adder of 1.40%, which Seattle will apply as a component of the Rate of Return on Investment, to the Net Book Value of facilities that are recognized under the Utility Basis. The parties agree that



the Alternate Infrastructure Adder provides a reasonable way to recover an allowance for 1) the regional portion of infrastructure costs of Mixed-use Assets; 2) the regional portion of mixed-use unrestricted cash assets; and 3) the equity or higher opportunity cost of cash financing Regional Facilities or the regional portion of Mixed-use Assets. The parties agree that Seattle may adjust the Alternate Infrastructure Adder that is applied to facilities recognized under the Alternate Utility Basis from time to time as follows:

- a. In order to maintain an equitable allocation of costs through the allowance, Seattle may increase or decrease the then-current Alternate Infrastructure Adder annually by 0.12% for every 1.00% increase or decrease to Seattle's Alternative ACOD, or portion thereof, as the case may be, e.g. if Seattle's Alternative ACOD increases from 4.08% to 5.08%, the Infrastructure Adder would increase from 1.40% to 1.52%.
- b. In the event the Operating Board determines to use the Cash Basis to recognize costs for a Regional or Subregional Facility, Seattle may adjust the then current Alternate Infrastructure Adder by multiplying it by an amount equal to the sum of the then current NBV of Regional and Subregional Facilities recognized under the Alternate Utility Basis plus the current NBV of such Facilities recognized under the Cash Basis, divided by the then current NBV of Regional and Subregional Facilities recognized under the Alternative Utility Basis only.

#### **IV.H. Cost Review and Truing Actual Costs and Actual Revenues**

1. Wholesale Statement Review. At the end of each fiscal year, Seattle shall cause an independent review of its statement of actual costs and revenues received allocated to each cost pool (“Wholesale Statements”). Seattle will select an independent accountant, which may be Seattle’s independent auditor for its audited financial statements.
  - a. Scope of Review. The procedures for the annual review shall be set by the Operating Board and shall include, at a minimum: (i) a comparison of the actual costs and revenues received to Seattle’s accounting records, (ii) a comparison of the procedures used by Seattle to allocate costs and revenues to each cost pool to those procedures and requirements specified in this Contract, (iii) in years where the Mixed-use Multiplier is adjusted, the accuracy of the adjustment calculation, and (iv) identification of any corrective actions necessary. The scope of review may include additional elements identified by the independent accountant, as well as procedures at Seattle’s discretion together with any reasonable requests of the Operating Board.
  - b. Operating Board and Water Utility Review of Report of Independent Accountant. Seattle will cause the independent accountant to present a copy of the review report to the Operating Board and Water Utility.
  - c. Operating Board and Water Utility Right to Review. The Operating Board, or Water Utility at its sole expense, may select its own independent accountant to review the Wholesale Statements including the Mixed-use Multiplier under separate agreed-upon procedures at their discretion. Subject to Seattle’s reasonable requests for security and confidentiality procedures and agreement to

the same, an independent accountant retained by Water Utility, may at any time upon prior reasonable notice to Seattle and in coordination with Seattle's reasonable scheduling ability, during normal business hours, review the books, records and accounts of Seattle to the extent that such books, records and accounts are directly used in the production of the Wholesale Statements or other allocations, charges or payments under this Contract. Seattle shall maintain all such books, records and accounts. Independent accountant's access shall include the right to make copies and discuss the books and records with Seattle's personnel having knowledge of the facilities, systems, processes and document contents. Water Utility's right to review shall survive the expiration or termination of this Contract for a period of three (3) years. If an inspection or examination pursuant to this section discloses overpricing or overcharges by Seattle in excess of one percent (1%) of the appropriate amount due, in addition to making adjustments for the overcharges, the reasonable actual cost of Water Utility's review shall be reimbursed to Water Utility by Seattle, and the costs will be included in the Existing Regional Cost Pool. Any adjustments which must be made as a result of any such review shall be reflected in the Wholesale Statements.

2. Truing Actual Costs and Actual Revenues. Seattle shall reconcile the projected costs and revenue targets for the various cost pools and the actual expenses and revenues received during each year of this Contract as follows:
  - a. Running Balances. For each cost pool, Seattle shall maintain a running balance of the surplus or deficit of actual rate revenues collected from each class of

customers less actual expenses incurred, except that Seattle shall maintain separate running balances for FC revenues pursuant to Section IV.H.2.c below. Each running balance shall earn simple interest at Seattle's Cash Pool Rate. At the end of each fiscal year, Seattle shall adjust each balance to reflect the operating results of that year. The year-end statement of these balances shall be reviewed as described in Section IV.H.1 above.

b. Running Balance Deficits. Seattle shall design rates to eliminate any deficit in the cost pool running balances, except as provided herein.

c. Running Balance Surpluses.

i. Running Balance Surplus at True Up.

Annually, after presentation of the Wholesale Statements to the Operating Board, the Board shall decide the portions of any surplus to be a) returned to the Wholesale Customers as a credit on their bill in the following year, with the balance prorated to each Wholesale Customer based on each Wholesale Customer's demand since the balance last crossed zero, b) redeemed as a capital contribution towards specific assets assigned to the applicable Cost Pool, and/or c) retained for rate smoothing purposes as determined by the Operating Board based on the review of the most recent rate study following the process in Section IV.H.2.iii below. The Operating Board may select one or any combination of these options for implementation. When returned as a credit on the bill or redeemed as a capital contribution, the surplus balance shall be reduced by those amounts.

ii. Running Balance Surplus at Contract Transition.

The running surplus balance existing as of December 31, 2024 shall be fully or partially returned as provided in Section IV.G.6, Contract Transition.

iii. Running Balance Surplus at Rate Study.

During each rate study, the Operating Board shall decide the portion of the surplus, up to an amount not to exceed 30 percent of the annual projected costs in the relevant cost pool for the first year of the rate study, to retain for future rate smoothing purposes. Seattle shall design rates to eliminate any surpluses above this amount in the cost pool running balances.

- d. FC Running Balances. Seattle shall maintain separate running balances within the New Supply and New Transmission Cost Pools, as appropriate, of the surplus or deficit balances of actual FC revenues received in any year over the facility's annual utility or cash basis costs to be recovered through FCs for that year. Running surplus FC balances shall earn simple interest at Seattle's Cash Pool Rate. For any year with a running FC deficit balance, Seattle shall transfer an amount from the running balance of rate revenues in the New Supply or New Transmission Cost Pool, as the case may be, to eliminate the FC deficit balance for that year even if it results in a deficit running balance in rates. FC surplus balances in any subsequent year shall be transferred back to the running balance in the New Supply or New Transmission Cost Pools until the amount transferred to eliminate the prior deficit FC balance is repaid. Any remaining surplus FC balances, if any, may upon Operating Board approval, be transferred to the running balances of rate revenues in the New Supply or New Transmission cost pools for rate smoothing purposes. Otherwise, they shall be retained as a surplus

FC balance in an amount up to two times the Net Book Value of the Regional Facilities whose infrastructure costs are being recovered by FCs. Any surplus FC balance that exceeds two times the Net Book Value of those facilities shall be transferred to the running balance for the New Supply or New Transmission Cost Pools, as appropriate, (and the FC surplus balance shall be reduced by the amount transferred). This transfer is permanent and not repaid. ERU Charges are based on Section IV.D.2.c and shall not be adjusted to reflect surpluses or deficits in FC balances.

## **SECTION V. OPERATING BOARD**

1. Purpose. The purpose of the Operating Board is to provide advice and direction in certain areas of limited authority over policy, financial and operational matters as they affect the Seattle Regional Water Supply System. The representatives of the Operating Board shall, to the best of their ability, act in the best interests of the Seattle Regional Water Supply System as a whole, not for the benefit of a group of Wholesale Customers or an individual Wholesale Customer. Therefore, only Wholesale Customers that have agreed to automatic extensions of this Contract, committed to purchase their Full or Partial Requirements as set out on Exhibit I, and agreed to the limitations on purchase reductions contained in Section II.B.5, are eligible to have their representative voted onto the Operating Board.
2. Structure and Authority. The Operating Board shall have only the roles and limited authorities as specifically and explicitly set forth in specific provisions of this Contract. The Operating Board shall have the structure described in Exhibit IV.
3. Review. The parties may review the structure and roles and limited authorities of the

Operating Board as of January 1, 2027 and every five years thereafter to determine its effectiveness in addressing regional and contractual issues. The review may address the composition of the Board and its roles and limited authorities as set forth in the Contract and Exhibit IV. Any Wholesale Customer, including Water Utility, or Seattle may initiate the review. The initiating party shall provide all Wholesale Customers and Seattle, as the case may be, with its proposals. Water Utility and Seattle agree to consider each other's and any other Wholesale Customer's comments and proposals and to respond in writing stating its reasons for rejecting any proposals and the reasons for its own counter proposal. Notwithstanding any other provisions in this Contract, any changes to the Operating Board structure shall be made through an Amendment to the Operating Board Bylaws; provided that any such changes shall be subject to the restrictions and limitations contained in this Contract.

## **SECTION VI. PLANNING**

### **VI.A. Reporting of Planning Data**

1. By no later than March 1 of each year, Water Utility shall report to Seattle and the Operating Board the following data for the previous calendar year as follows, except as otherwise provided in Section VI.A.4 below:
  - a. The amount of water produced each month from its Independent Supplies, listed by source.
  - b. The amount of water purchased each month from any other water utilities, listed by other utility name and whether Emergency or Purchased Supply.
  - c. The amount of water sold each month to any other water utilities, listed by other utility name and whether Emergency or Resale Supply.

- d. The amount of water wheeled through Water Utility’s distribution system each month, listed by both utility names that deliver water to and receive water from Water Utility.
  - e. The amount of water sold to retail and wholesale customers, by customer class and by month.
  - f. The number of accounts billed, by customer class and month.
  - g. Other data reasonably necessary to track, report and plan for the metrics used for the regional WUE Goal, upon Seattle’s request.
2. Water Utility shall report other data as may be reasonably requested by Seattle for water planning purposes or as may be required by amendments to applicable regulations from time to time, except as otherwise provided in Section VI.A.4 below. This data may include, but not be limited to:
- a. Water Utility’s forecasts of the amount of water to be used by Water Utility from Alternate Supplies. Forecasts will reflect best judgement of Water Utility and be consistent with industry standards.
  - b. Water Utility’s forecasts of annual growth in the number of meters installed by Water Utility by the size of the meter as necessary for establishing Facility Charges pursuant to Section IV.D.2.c.
  - c. Water Utility’s rates and charges, including background information such as rate studies.
  - d. Water Utility’s maps, land use and growth projections, and geographical information system (“GIS”) layers of current and future retail service areas of Water Utility, provided that Water Utility shall be permitted to withhold



information or records which Water Utility reasonably believes the release of such information and records presents a security risk associated with Water Utility's facilities, infrastructure and operations.

3. Records relevant to water supply and consumption within the possession of Seattle or Water Utility shall be provided to the other upon reasonable request.
4. Water Utility shall not be required to provide records, including related information or data, that are exempt from disclosure under the Public Records Act, Chapter 42.56 RCW, or other applicable federal and state laws.

#### **VI.B. Submittal of Water Utility Water System Plans**

Water Utility shall provide a copy of its proposed water system plan, including any amendments, to Seattle for review and comment before adoption by its legislative body, and a copy of its final approved water system plan or amendments.

#### **VI.C. Seattle as Water Planning Agency**

1. Seattle shall be the lead agency and primary planning authority for the purposes of fulfilling its obligations to provide for the Full or Partial Water Requirements of Water Utility, as appropriate.
2. Seattle, in consultation with the Operating Board, shall examine and investigate water supplies suitable and adequate to meet the present and reasonable future needs of Seattle and the Wholesale Customers.
3. Seattle, in consultation with the Operating Board, shall prepare and adopt a plan for acquiring new, high quality water supplies in a timely and cost-effective manner. The plan shall provide for the lands, waters, water rights and easements necessary therefor, and facilities for retaining, storing and delivering such waters, including dams, reservoirs,

aqueducts and pipelines to convey same throughout the Seattle Regional Water Supply System. In preparing or adopting the plan, Seattle shall consider as possible alternatives or additional water supply sources, the acquisition of water from sources controlled or developed by individual water utilities, legally constituted groups of water utilities or utilities which are not presently supplied by the Seattle Regional Water Supply System. Seattle has final responsibility for the plan and for fulfilling the obligations of this Contract. However, the Operating Board may participate in developing the plan by proposing goals and objectives for the Seattle Regional Water Supply System, by making any additional suggestions and by acting in a review capacity. If Water Utility opts out of an Extension pursuant to Section II.A.3, Seattle shall begin planning for Water Utility to stop purchasing water from Seattle at the expiration of its Contract Term.

#### **VI.D. Capital Improvement Plan**

1. To fulfill the requirements of this Contract, Seattle shall make improvements to the Seattle Regional Water Supply System based on a Capital Improvement Plan adopted by the Seattle City Council. The projects and programs in the Capital Improvement Plan will include those that meet operational, regulatory, or contractual requirements, provide for growth, improve reliability and resiliency, and are cost-effective. Prior to submission of the proposed Capital Improvement Plan to the Seattle City Council for approval, Seattle shall provide the Operating Board a reasonable and meaningful opportunity to review and recommend revisions to the relevant portions of the proposed Capital Improvement Plan that affect the Seattle Regional Water Supply System. Seattle shall give serious consideration to the recommendations of the Operating Board. Seattle will transmit the final adopted Capital Improvement Plan to the Operating Board and Water Utility within

30 days of adoption. Seattle shall provide periodic updates of major projects and programs affecting the Seattle Regional Water Supply System upon request of the Operating Board. Seattle shall also review and respond to concerns expressed by the Operating Board or any Wholesale Customer regarding the scheduling of or delays in completing projects included in Seattle's Capital Improvement Plan or questions about the budgets or actual costs incurred on projects included in Seattle's Capital Improvement Plan. Seattle shall, upon request, provide opportunities for the Operating Board, or a designee of the Operating Board, to participate in options analysis, design review or value engineering for relevant projects or programs that substantially affect the Seattle Regional Water Supply System or Wholesale Customers.

2. The Operating Board may approve the allocation to a cost pool in Section IV.C of reasonable costs for capital improvements that serve or benefit an individual Wholesale Customer, including Water Utility, that are reasonably necessary to alleviate a disproportionate adverse impact to the retail distribution system(s) of Water Utility or another Wholesale Customer, to the extent it is caused by a capital project in the Capital Improvement Plan for the Seattle Regional Water Supply System. Water Utility, or another Wholesale Customer may request consideration of this provision, and the Operating Board will make a determination of whether 1) there is a disproportionate adverse impact and either (i) such disproportional adverse impact could have been reasonably avoided through a different project design in the Capital Improvement Plan, or (ii) the other Wholesale Customers, including the Seattle Retail Distribution System, receive tangible benefits, directly or indirectly, from the project in the Capital Improvement Plan; 2) the proportion of capital costs to include, if any; and 3) the cost

pool the costs would be allocated to, if any. Water Utility and Seattle will enter into a separate agreement consistent with this section if the Operating Board determines this provision applies to Water Utility and the costs will be allocated to the cost pool identified by the Operating Board.

## **SECTION VII. PAYMENT**

### **VII.A. Collection of Money Due City**

1. Seattle shall bill Water Utility on a monthly basis for all charges due under this Contract unless the Contract expressly provides otherwise, in which case Water Utility will submit payment according to the Contract. Water Utility shall pay all charges within 60 days of the invoice or billing date or, if another provision is applicable, when due.
2. For those charges that are not monthly commodity charges or Facilities Charges, Water Utility and Seattle may mutually agree by letter agreement to a reasonable monthly payment plan and any outstanding balance shall be charged interest at Seattle's Cash Pool Rate until paid in full.

### **VII.B. Penalties for Late Payment**

All late payments, and any refund of an amount in dispute that was paid under protest, shall accrue interest at 1% per month.

### **VII.C. Billing Disputes**

1. Water Utility may dispute the accuracy of any portion of charges billed by Seattle by notifying Seattle in writing within the 60-day payment period of the specific nature of the dispute and paying the undisputed portion of the charges. This provision is not intended to limit Water Utility's right to dispute billing errors or charges that are not reasonably discoverable by Water Utility within the 60-day payment period.

2. Seattle shall consider and decide any billing dispute in a reasonable and timely manner.  
  
Any billing disputes that remain after such consideration shall be reconciled pursuant to the dispute resolution procedures of this Contract.

#### **VII.D. Availability of Records**

Upon request with reasonable notice, Water Utility or Seattle shall make any public records that support the charges or payments under this Contract available to the other party for inspection and copying during normal business hours.

### **SECTION VIII. CONTRACT AMENDMENTS**

Seattle shall notify Water Utility and all other holders of Full or Partial Requirements Contracts of any amendments to such contracts within 30 days of the execution of such amendment. Water Utility shall then have 90 days to decide whether to include such amendment in this Contract by giving written notice to Seattle of its election to do so. Upon the issuance of such notice, Seattle shall issue the amendment to Water Utility and the amendment shall be final and binding upon both parties upon mutual execution.

### **SECTION IX. DISPUTE RESOLUTION**

Dispute resolution shall proceed as follows:

#### **IX.A. Operating Board Review**

Any dispute regarding this Contract that remains unresolved after good faith negotiations between Water Utility and Seattle shall be referred to the Operating Board for consideration and recommendation. Each party shall submit a written statement regarding the dispute to the Operating Board.

1. If the dispute cannot be resolved in discussions with the Operating Board, then the Operating Board shall provide written recommendations to each party within 60 days of

receiving the written statements, which shall include any applicable findings or interpretations of the applicable facts or contract provisions.

2. If either party rejects the written recommendation of the Operating Board, that party shall, within 10 days, notify the other party in writing of its reasons.

#### **IX.B. Seattle Mayor Review**

If the dispute remains unresolved, the written statements of the parties, the recommendations of the Operating Board, if applicable, and the written reasons for either party's rejection of those recommendations shall then be submitted to the Seattle Mayor for review.

1. Within 60 days of the submittal of the written materials, the Seattle Mayor shall provide written recommendations to resolve the dispute.
2. If either party rejects the written recommendation of the Seattle Mayor, that party shall, within 10 days, notify the other party in writing of its reasons.

#### **IX.C. Mediation**

Within 10 days of receiving the written rejection of the Seattle Mayor's recommendations by one or both parties, each party shall designate in writing not more than 5 candidates it proposes to act as an impartial mediator.

1. If the parties cannot agree on one of the mediators from the combined list within 5 days, the Operating Board shall, within an additional 5 days, select one of the mediators from either list to serve as mediator.
2. Upon selection of the mediator, the parties shall use reasonable efforts to resolve the dispute within 30 days, or other mutually agreed timeframe, with the assistance of the mediator.

#### **IX.D. Resort to Litigation or Arbitration**

If mediation fails to resolve the dispute within 30 days, or the other mutually agreed timeframe, of selection of the mediator, the parties may thereafter seek redress in court subject to Section X.G. below. Alternatively, the parties may mutually agree to resolve any disputes through arbitration using a single arbitrator acceptable to parties. Nothing in this provision shall be construed to require arbitration without the mutual agreement of the parties.

#### **IX.E. Efficiency of Review**

In order to facilitate a more efficient review of disputes under this Section, the parties may agree to skip the step in Section IX.A above in order to avoid a redundant act. The parties may also mutually agree to skip the step in Section IX.C, if it is in the best interests of the parties in resolving the dispute.

### **SECTION X. MISCELLANEOUS**

#### **X.A. Notification**

1. Whenever written notice is required by this Contract, that notice shall be given to the following representatives, or their designees, by email with receipt requested, actual delivery or by the United States mail (registered or certified with return receipt requested,) addressed to the respective party at the following addresses or a different address hereafter designated in writing by the party:

<u>SEATTLE:</u>	<u>WATER UTILITY:</u>
General Manager	Manager
Seattle Public Utilities	
Seattle Municipal Tower	
PO Box 34018	
700 Fifth Ave, Suite 4900	
Seattle, WA 98124-4018	

The date of giving such notice shall be deemed to be the email date or postmarked date of mailing.

2. Seattle's Wholesale Contracts Manager will be the initial point of contact for all other issues arising under the Contract.

#### **X.B. Severability**

The purpose of this Contract is to provide for long-term water supply planning and certainty for both Seattle and Water Utility through adoption of orderly plans calling for the expenditure of significant sums of money for the Seattle Regional Water Supply System. It is the intent of the parties that if any provision of this Contract or its application is held by a court of competent jurisdiction to be illegal, invalid, or void, the validity of the remaining provisions of this Contract or its application to other entities, or circumstances shall not be affected. The remaining provisions shall continue in full force and effect, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular invalid provision; provided, however, if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable



and non-feasible, is found to seriously affect the consideration and is inseparably connected to the remainder of the Contract, the entire Contract shall be null and void.

#### **X.C. Consent**

Whenever it is provided in this Contract that the prior written consent or approval of either party is required as a condition precedent to any actions, in each such instance said consent or approval shall not be unreasonably withheld, and in each such instance where prior consent is sought, failure of the party to respond in writing within 90 days of the request shall be deemed as that party's consent or approval unless expressly stated herein. This provision does not apply to requests for amendments of this Contract.

#### **X.D. Emergency Situations**

Nothing in this Contract shall be deemed to preclude either party from taking necessary action to maintain or restore water supply in emergency situations and such action shall not be deemed a violation of this Contract.

#### **X.E. No Joint Venture - Individual Liability**

This is not an agreement of joint venture or partnership, and no provision of this Contract shall be construed so as to make Water Utility individually or collectively a partner or joint venturer with any other Wholesale Customer or with Seattle. Neither party is an agent of the other. Neither Seattle nor Water Utility shall be liable for the acts of the other in any representative capacity whatsoever.

#### **X.F. Complete Agreement**

This Contract represents the entire agreement between the parties hereto concerning the subject matter hereof. This Contract may not be amended except as provided herein.

#### **X.G. Venue, Jurisdiction and Specific Performance**

In the event of litigation between the parties, venue and jurisdiction shall lie with the King County Superior Court of the State of Washington. The parties shall be entitled to specific performance of the terms hereof.

#### **X.H. Default and Non-Waiver**

In the event of default of any provision of the Contract, the non-defaulting party shall issue written notice to the other party setting forth the nature of the default. If the default is for a monetary payment due hereunder, the defaulting party shall have thirty (30) days to cure the default. In the event of other defaults, the defaulting party shall use its best efforts to cure the default within ninety (90) days. If such default cannot be reasonably cured within such ninety (90) day period, the defaulting party shall, upon written request prior to the expiration of the ninety (90) day period, be granted an additional sixty (60) days to cure the default. Any waiver of the breach or default of any provision, term or condition of this Contract shall not be deemed to be a waiver of any preceding or succeeding breach or default of the same or any other provision, term or condition.

#### **X.I. Force Majeure**

The time periods for the parties' performance under any provisions of this Contract shall be extended for a reasonable period of time during which a party's performance is prevented, in good faith, due to circumstances beyond the party's control such as fire, flood, earthquake, lockouts, strikes, embargoes, pandemics, acts of God, war and civil disobedience. If this provision is invoked, the parties agree to immediately take all reasonable steps to alleviate, cure, minimize or avoid the cause preventing such performance, at their sole expense.

#### **X.J. Successors**

This Contract shall inure to the benefit of and be binding upon the parties and their successors

and assigns.

**X.K. Exhibits**

Exhibits I through IX are attached hereto and incorporated herein. To the extent this Contract authorizes the parties to amend a specific exhibit by letter agreement, such amended exhibit will become attached and incorporated herein upon the effective date of the letter agreement.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereby execute this Contract.

[WATER UTILITY]

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

AUTHORIZING LEGISLATION: ORDINANCE/RESOLUTION \_\_\_\_\_

THE CITY OF SEATTLE

BY: \_\_\_\_\_  
General Manager, Seattle Public Utilities

DATE: \_\_\_\_\_

AUTHORIZING LEGISLATION:                      ORDINANCE No.

## **LIST OF EXHIBITS**

- I. Purchase Commitment & Emergency, Independent and Purchased Supplies**
- II. Service Connections, Minimum Hydraulic Gradients, and Flow Rates of Water Supplied**
- III. Demand Charge Methodology**
- IV. Operating Board Structure**
- V. Facilities Charges**
- VI. Regional Facilities**
- VII. Subregional Facilities**
- VIII. Index O&M Cost Categories**
- IX. Stranded and Avoided Costs**

## EXHIBIT I

### PURCHASE COMMITMENT & EMERGENCY, INDEPENDENT AND PURCHASED SUPPLIES

Water Utility's Purchase Commitment is its **[Full or Partial] Water Requirements**.

Water Utility **[is/is not]** served by **[Eastern, Southwestern, or Renton]** Subregion

Water Utility represents that it has access to the following Alternate Supplies:

#### I. EMERGENCY SUPPLIES

Create table

**Name of Entity/location of intertie/meter size/capacity/agreement date/mutual?/**

#### II. INDEPENDENT SUPPLIES

Create table

**Source name/location/category (GW or SW)/permit or claim #/amt of right/average annual production /FC allowance**

1. Water Utility shall use its best efforts to maintain and operate the Independent Supplies listed above, if any, in order to maintain the listed average annual production for each Independent Supply.
2. Water Utility shall provide written notice to Seattle within thirty days of determining that it is not possible or not cost effective to maintain and operate an Independent Supply at its listed average annual production. Such written notice shall describe the new level of average annual production expected for Independent Supply. Seattle may decrease the FC Allowance under Section IV.D.2.c. The parties will revise this Section II of Exhibit I by letter agreement to reflect the new average annual production or decreased FC Allowance.
3. Water Utility shall use its best efforts to cure any temporary interruption of water supply from an Independent Supply. Water Utility shall provide oral notice to Seattle of any interruption lasting longer than 1 week and the expected additional demand for water deliveries from Seattle resulting from the interruption. Water Utility shall use its best efforts to minimize the impact of an interruption of an Independent Supply on the Seattle Regional Water Supply System by utilizing its other Independent Sources unaffected by the interruption within their operating and maintenance constraints.
4. It is the intent of the parties that the listed average annual production fairly represents the average annual production of the Independent Supplies. In the event that, over a 5 year period, (i) the actual average annual production, as may be adjusted to reflect a reasonably unforeseeable interruption

in the Independent Supplies that lasts a substantial amount of time and is cured within a reasonable time, is consistently less than represented, and (ii) the annual deliveries of water to Water Utility by Seattle are consistently increasing, the listed average annual production shall be revised by letter agreement to reflect the reduction. Seattle may also decrease the FC Allowance under Section IV.D.2.c, which decrease shall also be revised in the letter agreement.

5. Water Utility shall provide Seattle with six months written notice before placing any new or improved Independent Supply into production and the parties will revise this Section II of Exhibit I to reflect the new or improved Independent Supply and new or increased average annual production capacity. This condition is independent of and in addition to any other applicable provisions in the Contract relating to adding a new or improved Independent Supply (e.g. Sections II.B.5, reducing Purchase Commitment and II.D.9, WQ provisions for introducing new Alternate Supply).

6. Water Utility shall maintain records of the monthly production of each Independent Supply in a manner consistent with industry standards.

### **III. PURCHASED SUPPLIES**

**Create table**

**Name of entity/location/size of meter for delivery/amount/conditions on use/expiration date**

### **IV. REDUCTIONS IN PURCHASE COMMITMENTS - STRANDED COST**

Create table to include the following information for all Wholesale Customers:

Reduction notices received prior to December 31, 2022 as per II.B.5.a.i.(b)

Automatically Allowed Reductions in II.B.5.d.viii

Reduction notices received after Effective Date of Contract

Related Stranded Cost information for reductions

### **V. APPROVED RESALE OF SEATTLE WATER**

**Create table**

**Name of entity/location/size of meter for delivery/amount/conditions/expiration date**

## EXHIBIT II

### SERVICE CONNECTIONS, MINIMUM HYDRAULIC GRADIENTS, AND FLOW RATES OF WATER SUPPLIED

SERVICE CONNECTION <sup>(1)</sup>				MINIMUM HYDRAULIC GRADIENT FOR PLANNING PURPOSES AT STATION UPSTREAM OF METER (FEET NAVD-88 Datum)	FLOW RATE UP TO WHICH THE MINIMUM HYDRAULIC GRADIENT APPLIES (gpm) <sup>(3)(4)</sup>
LOCATION	STATION NUMBER <sup>(2)</sup>	PIPELINE SEGMENT NUMBER <sup>(2)</sup>	SIZE OF METER (IN.)		

**Notes:**

- (1) Water is provided to Service Connections at a Wholesale Level of Service.
- (2) Station and Pipeline Segment Numbers are for information purposes and pertain to cost allocations and the demand metering program.
- (3) The Total is based on City of Seattle's estimate of Water Utility's average daily demand for 2040 multiplied by a peaking factor of 2.0 for peak day use. Seattle and Water Utility agreed to the allocations of the Total to each Service Connection.
- (4) Pursuant to Section III.A of the Contract, Water Utility may use all or some of the flows rates allocated to each Service Connection on any other Service Connection that is located on the same Pipeline Segment Number, but in that case the minimum hydraulic gradients are not guaranteed.



## **EXHIBIT III**

### **DEMAND CHARGE METHODOLOGY**

In order to meet the conditions of service in Section III and Exhibit II of the Contract, each Wholesale Customer has to construct adequate storage volume within their individual retail distribution system to avoid excessive peak flow withdrawals at the Service Connection and potential adverse impacts to the Seattle Regional Water Supply System or other Wholesale Customers.

When Seattle has determined to implement demand charges for any period, Water Utility shall be subject to a demand charge if its average peak hourly flow rate from its 10 highest daily flow days exceeds its average daily flow rate from the same 10 days by more than 30% as more particularly described below.

The demand charge and method of application shall be as follows:

1. At Water Utility's cost, Seattle shall install metering devices that record hourly water deliveries at Service Connections. All other costs Seattle incurs to implement demand charges shall be allocated to the Existing Regional System Cost Pool; or New Transmission Cost Pool, upon approval by the Operating Board.
2. There shall be no requirement for Seattle to install demand-metering equipment or monitor water deliveries at all Service Connections for the purposes of implementing demand charges. Seattle, in its discretion, may choose to monitor water deliveries at all Service Connections, or the Service Connections of one or more Wholesale Customers based on considerations such as hydraulic capacity or other operational constraints in the Seattle Regional Water Supply System may be occurring.
3. When calculating Water Utility's deficient storage and whether demand charges apply:
  - a. Seattle may consider Service Connections to Water Utility on the same pipeline segment, or Service Connections that are on the same pipeline segment and subject to a joint operating agreement between Water Utility and another Wholesale Customer, as 1 Service Connection; and
  - b. A "Day" commences at 9:00 a.m. and ends at 9:00 a.m. the following calendar day.
  - c. The "Monitoring Period" will generally consist of the summer months of June, July, and August. However, if peak flow rates create adverse hydraulic or other operating conditions at other times, Seattle, in consultation with the Operating Board, may establish a different Monitoring Period.
4. For each Service Connection, Seattle will determine the ten Days within the Monitoring Period with the highest daily volume of water delivered.

5. For each of those ten Days, Seattle will determine the “Demand Factor” for each Service Connection by dividing the peak hourly flow rate by the average flow rate for the same Day expressed in gallons per hour.
6. Seattle will average: a) the Demand Factors for the ten Days to get an “Average Demand Factor” and b) the daily volume for the same ten Days to get an “Average Daily Quantity” of water in gallons for each Service Connection.
7. If Water Utility’s Average Demand Factor exceeds 1.30 at any Service Connection(s), Water Utility will be subject to a demand charge.
8. If Water Utility is subject to a demand charge, Seattle will determine Water Utility’s deficient storage volume at each Service Connection where the Average Demand Factor exceeds 1.3 using the following formula:  $S = (F-1) Q$ : where S = deficient storage volume in gallons, F = Average Demand Factor and Q = Average Daily Quantity.
9. Seattle shall establish a Storage Deficiency Rate each rate study that is based on Seattle’s most recent actual cost to construct a reservoir, inflated to the most recent year that the Engineering News Record “ENR” index or equivalent inflation data is available. The Storage Deficiency Rate is the flat debt service payment required to finance the storage facility over 30 years at Seattle’s Average Cost of Debt at the time of each rate study, prorated for 1,000 gallons of storage.  
Example:

**Annual debt service cost of new reservoir at Average Cost of Debt**

Actual cost of new reservoir in 2012	\$	60,000,000	
ENR Index in 2012		100.00	
ENR Index in 2019		125.00	
Increase in Index		1.25	
Cost of new reservoir inflated to 2019	\$	75,000,000	
Term of Debt		30	Years
Seattle Average Cost of Debt in 2020		4.15%	
Annual Cost	\$	4,416,596	
Volume of new reservoir		61,000,000	Gallons
Annual Debt Service per 1,000 Gallons	\$	72	
Storage Deficiency Rate	\$	72	

10. At each Service Connection subject to the demand charge, the demand charge shall be calculated as S/1000 times the Storage Deficiency Rate. The total demand charge for Water Utility shall be the sum of the demand charges for each Service Connection. The demand charge shall be due by March 31 the following calendar year, or Water Utility may request a payment agreement pursuant to Section VII of the Contract.

11. Peak flows caused by emergencies in the Seattle Regional Water Supply System or Water Utility's retail distribution system during any Monitoring Period will be excluded in determining the demand charge. Peak flows caused by other unusual situations may also be excluded at Seattle's sole discretion. Seattle may request documentation of any emergency or other situation from Water Utility to support a determination to exclude certain flows from demand charges during a Monitoring Period.
12. At Seattle sole discretion, Seattle may disallow daily flow rates which differ substantially from customer's daily consumption patterns in calculating the demand charge.
13. In case of malfunction of metering equipment during certain period causing loss of data, Seattle shall use the remaining data to determine the demand charge, if any.

## EXHIBIT IV

### OPERATING BOARD STRUCTURE

1. Structure. The Operating Board (or “Board”) shall be structured as follows:

- a. The Board shall consist of seven (7) members, composed of three members representing Seattle Public Utilities (SPU), three members representing Seattle’s Wholesale Customers selected as described below, and one independent party selected as set forth below to be a tie-breaker as needed. Board members shall, to the best of their ability, act in the best interests of the Seattle Regional Water Supply System as a whole, not the interest of a group of utilities or an individual utility.
- b. The term of each Board position shall commence on January 1 and shall be for four (4) years. Terms of each Board position shall be staggered such that no more than two positions are renewed in any single year. Except for SPU members, Board members may serve not more than three successive terms.
- c. Three Board members representing the Wholesale Customers will be selected from the holders of the First Amended and Restated Contract for the Supply of Water, mutually agreed to pursuant to Section II.A.4.a. Wholesale Customers will be sorted into three categories based on utility size. The selected categories will be small, medium, and large utilities, which will be made up from approximately equal numbers of holders of Full and Partial Requirements Contracts. Each category of utility may elect, by majority vote (one vote per utility) its representative to the Operating Board. The Board will be recomposed on January 1, 2012 and every 5 years thereafter. Only Wholesale customers demonstrating their commitment to the region by agreeing to limits on purchase reductions contained in Section II.B.5 shall be eligible to be elected as a member of the Operating Board.
- d. The seventh member of the Board shall be a person having expertise in the operations of regional water supply systems. Such person shall be selected by majority vote of the other Board members. In the event of a deadlock in selecting the independent representative, the independent Board member shall be selected by Judicial Arbitration and Mediation Services Inc., of Seattle, Washington, or its successor. The seventh member shall not vote on issues coming before the Board unless there is a deadlock in the voting among the other six Board members. The seventh member may nevertheless express his or her opinions in Operating Board discussions. Such member shall have no employment, financial or contractual relationship with Seattle nor any Wholesale Customer or any other actual or apparent conflict of interest in holding this position.

2. Voting. Except as otherwise provided above, each member of the Board shall have one vote on all matters coming before the Board. Each Board member may appoint an alternate to vote in his or her absence. A quorum of four (4) Board members present shall be required for any vote. Members of the Board may not grant proxies for any vote.

3. Chairperson. The Board shall have a Chairperson who will be selected and have duties as defined below:

- a. The Chairperson shall be selected at the first regularly scheduled meeting of each new year.

- b. All Chairpersons shall be selected by the Board using a nomination and voting process.
  - c. Nomination for the position of Chairperson shall be taken from Board members. The Chairperson shall be selected based upon the simple majority vote of Board members. Should the Board fail to elect a Chairperson at the first regularly scheduled meeting of the new year, Seattle shall designate one of the SPU members to be the Acting Chairperson until such time as the Board elects a Chairperson.
  - d. The Chairperson shall have the responsibility to call meetings, determine the agenda and preside over meetings. In the absence of the Chairperson, for whatever reason, Seattle shall designate one of the SPU members to be the Acting Chairperson for that meeting. The Chairperson shall also act as the spokesperson for the Board and liaison between the Administrator and the then current Seattle City Council's Committee that considers matters related to Seattle Public Utilities.
4. Schedule/Procedures/Bylaws. The Board shall adopt a regular meeting schedule and notify all Wholesale Customers of the schedule. The Operating Board may adopt its own internal procedures and Bylaws. The latest edition of Roberts Rules of Order shall, in the absence of agreement by the Operating Board on procedural matters, govern all meetings and votes of the Operating Board.
5. Reporting. The Board will provide reports to the Wholesale Customers, SPU and to the appropriate Seattle City Council Committee, on its decisions and recommendations in a timely manner.
6. Responsibilities and Authority of the Board. The Operating Board shall have only those powers and authorities specifically and explicitly established by the clear terms of this Contract.
7. Expenses. The Board shall be authorized to incur reasonable expenses which will be allocated by the Board to either or both of the New Transmission or New Supply Cost Pools.

## EXHIBIT V

### FACILITIES CHARGES

#### A. Methodology to Calculate ERU Charges

The ERU Charge is:

- the flat annual debt service payment required to finance the New Supply or New Transmission Facility for the lesser of (i) the facility life or (ii) the period over which new demand is projected to fully utilize the facility's projected supply or transmission capacity
- divided by -
- the average annual number of new ERUs of demand expected in each year.

Seattle's Average Cost of Debt at the time the facility is put into service shall be used to determine the flat debt service payment above. In the event that several New Supply or New Transmission Facilities are put into service simultaneously, the facilities may be considered together as providing a total new supply or new transmission capacity for a total construction cost.

Example: A New Supply Facility costing \$100 million is built with a projected total capacity of 100,000 ERUs and a 50-year facility life. Growth of 5,000 ERUs per year is projected over the next 20 years, so the facility is projected to be supplying its full capacity in 20 years. If this facility were financed over 20 years at Seattle's Average Cost of Debt of 6% interest, the flat annual debt service payment would be \$8.7 million and the ERU Charge would be \$1,740 ( $8,700,000/5,000$ ).

At the time a subsequent New Supply or New Transmission Facility is put into service, but the capacity of a prior New Supply Facility has not yet been fully utilized, an ERU Charge for the subsequent facility shall be calculated separately according to the formula above, then averaged with the then-current ERU Charge from the prior facility. This average shall be weighted by the remaining number of ERUs at the then-current ERU Charge and the number of new ERUs being added at the new ERU Charge. This weighted average shall be the new ERU Charge, and the number of ERUs available at that weighted ERU Charge shall be the sum of the remaining ERUs for the prior facility plus the number of new ERUs for the subsequent facility.

Example: 10 years ago, a \$100 million New Supply Facility was constructed that can supply 100,000 ERUs. 50,000 ERUs remain at the ERU Charge of \$1,740. This year, we construct a New Supply Facility costing \$70 million and a 50-year facility life, with a projected capacity of 40,000 ERUs that is projected to be fully utilized in 10 years. The ERU Charge of the subsequent New Supply Facility alone using the formula above is \$2,375. The weighted average ERU Charge for any of the 90,000 available ERUs is \$2,022 ( $50,000 * \$1,740 + 40,000 * \$2,375 / 90,000$ ).

## B. ERU Factors by Connection Size

Connection Size	ERU Factors
1" and smaller	1.12
1 1/2"	5
2"	8
3"	22
4"	31
6"	66
8"	112
10"	169
12"	238

### ERU Proving Methodology

The size of the retail water service connection used to serve a retail customer depends upon both the total demand and the instantaneous flow required by that retail customer. For this reason, connection size is only a general indicator of the annual demand placed on water supplies by any particular retail customer.

# **EXHIBIT VI**

## **REGIONAL FACILITIES**

### **I. Existing Regional Facilities**

#### **1. Cedar Source**

- All roads, buildings, structures, water supply facilities, other equipment and infrastructure, recreational and educational facilities, downstream habitat enhancement, fisheries enhancement and mitigation facilities located within or close to the Cedar River Hydrographic Watershed boundary as defined by Seattle land ownership or other contractual rights, including the land itself, and any capitalized or amortized studies or obligations related to the above. Excepted are facilities solely owned by Seattle City Light for the purpose of power generation. Facilities shared by Seattle City Light and Seattle Public Utilities shall be part of the Seattle Regional Water Supply System only to the extent of SPU share or responsibility.
- All roads, buildings, structures, water supply facilities, and other equipment and infrastructure located within the Lake Youngs Reservation as defined by Seattle ownership of the land, including the land itself and any capitalized or amortized studies or obligations related to the above.
- All facilities, structures, and other equipment and infrastructure located within the Lake Youngs Aqueduct, the Landsburg Tunnel, and the Lake Youngs Supply Lines right-of-way, including the right-of-way itself.

#### **2. Tolt Source**

- All roads, buildings, structures, water supply facilities, other equipment and infrastructure, recreational and educational facilities, downstream habitat enhancement, fisheries enhancement and mitigation facilities located within or close to the South Fork Tolt River Hydrographic Watershed boundary as defined by Seattle land ownership or other contractual rights, including the land itself, and any capitalized or amortized studies or obligations related to the above. Excepted are facilities solely owned by Seattle City Light for the purpose of power generation. Facilities shared by Seattle City Light and Seattle Public Utilities shall be part of the Seattle Regional Water Supply System only to the extent of SPU share or responsibility.
- Tolt Pipeline No. 1, from the Tolt Regulating Basin to the outlet of the Tolt Treatment Facility, including any transfer and ancillary small diameter parallel pipes.
- Tolt Pipeline No. 2, from the Tolt Regulating Basin to the inlet of the Tolt Treatment Facility, including any transfer and ancillary small diameter parallel pipes, and including the connection to Tolt Pipeline No. 1 (a.k.a. TPL2 Phase 6b).
- Tolt Treatment Facility, including its outlet line up to the connection to Tolt Pipeline No. 1.

#### **3. Seattle Wellfields (formerly known as Highline Wells)**

- Riverton Wells, including all pumping and treatment equipment, original yard piping, to the connection to CRPL4, and the low flow piping to Riverton Reservoir.



- Boulevard Well, including all pumping and treatment equipment, and all piping up to the connection to CRPL4.
- Any facilities related to operation of the Seattle Wellfields, such as for streamflow augmentation or mitigation.

#### **4. Other**

- GIS Projects related to facilities identified herein as part of the Seattle Regional Water Supply System.
- Hardware and Software projects related to facilities identified herein as part of the Seattle Regional Water Supply System.

#### **5. Pipelines**

- Tolt Pipeline No. 1, from the outlet pipeline of the Tolt Treatment Facility to Lake Forest Reservoir, including any transfer and ancillary small diameter parallel pipes.
- Tolt Pipeline No. 2, where constructed, west of the outlet of the Tolt Treatment Facility (a.k.a TPL2 Phases 1, 2, 3, and 4), including any transfer and ancillary small diameter parallel pipes.
- Tolt Tieline.
- Tolt Eastside Supply Line (from TESS Junction to the intersection of SE 16th Street and 145th Place SE).
- Tolt Eastside Line Extension (from the intersection of SE 16th Street and 145th Place SE to Eastside Reservoir).
- The 550 head Pipeline from Maple Leaf Reservoir to Lake Forest Reservoir, sections of which also known as “The Haller Lake Pipeline”, and “The 195th Street Pipeline”.
- Lake Youngs Bypass No. 4 from the outlet of each of the Cedar Treatment Facility clearwells to Control Works, including Flow Control Facility 4.
- Lake Youngs Bypass No. 5 from the outlet of each of the Cedar Treatment Facility clearwells to the Lake Youngs Tunnel, including Flow Control Facility 5.
- The Lake Youngs Tunnel (from the original lake outlet to Control Works).
- The Maple Leaf Pipeline (from the intersection of 18th Avenue E. and E. Prospect Street to Maple Leaf Reservoir).
- Cedar River Pipeline No. 1 (CRPL1) from Control Works to the 24-inch remote controlled valve (a.k.a. “The CRPL1 to CRPL2 Valve” in the vicinity and east of Beacon Reservoir (primarily 66-inch pipeline).
- The primarily 54-inch Pipeline known as “The Old Cedar River Pipeline No. 2”, from the 24-inch remote controlled valve (a.k.a. “The CRPL1 to CRPL2 Valve”) in the vicinity of Beacon Reservoir to the intersection of 18th Avenue E and E Prospect Street.
- Cedar River Pipeline No. 2 (CRPL2) from Control Works to the 20-inch butterfly valve (a.k.a. “The CRPL2 to CRPL1 Valve”) in the vicinity and east of Beacon Reservoir (primarily 54-inch pipeline).
- The primarily 42-inch pipeline known as “The Old Cedar River Pipeline No. 1”, from the 20-inch butterfly valve (a.k.a. “The CRPL2 to CRPL1 Valve”) in the vicinity and east of Beacon Reservoir to the intersection of 12th Avenue and E Olive Street.
- The short pipeline sections of various diameters in the vicinity and east of Beacon Reservoir connecting CRPL1, CRPL2, Old CRPL1 and Old CRPL2.

- Cedar River Pipeline No. 3 from Control Works to the intersection of 18th Avenue E. and E. Prospect Street (primarily 66-inch).
- 30" intertie pipeline between "The Old CRPL1" and CRPL3 in E Olive Street, from 12th Avenue to 18th Avenue.
- The interconnections between the Maple Leaf Pipeline, Cedar River Pipeline No. 3, and the Old Cedar River Pipeline No. 2 in the vicinity of the intersection of 18th Avenue E and E Prospect Street.
- Cedar River Pipeline No. 4 from Control Works to the West Seattle Pipeline.
- West Seattle Pipeline from Augusta Gatehouse to Cedar River Pipeline 4.
- The interconnections between the Cedar River Pipelines 1, 2, and 3 in the vicinity of 51st Avenue S and S Leo Street.
- Cedar Eastside Supply Line (from the Cedar Wye to the intersection of SE 16th Street and 145th Place SE).
- The 8th Avenue S. Pipeline between S. 146th Street and S. 160th Street.
- The Bow Lake Pipeline (between 8th Avenue S. and CRPL 4, and as relocated outside runways at Seatac Airport).
- The Burien Feeder (in S. 146th Street between 8th Avenue S. and CRPL 4).
- The Fairwood Line (between Fairwood Pump Station and Soos Reservoirs).
- The 24-inch discharge pipeline of Lake Youngs Pump Station up to Soos Reservoirs.
- The 12-inch discharge pipeline of Lake Youngs Pump Station up to Soos Reservoirs.
- The 630 head pipeline between Lake Youngs Pump Station and the Cedar River WSD pump station at the eastern boundary of the Lake Youngs Reservation.

## 6. Reservoirs

Reservoirs, Tanks, and Standpipes, including overflow pipes, all valves, appurtenances, and disinfection facility located on the premises of each storage facility, unless otherwise noted

- Lake Forest Reservoir
- Eastside Reservoir
- Riverton Reservoir
- Maple Leaf Reservoir (excluding Roosevelt Way Pump Station and its suction and discharge piping, Maple Leaf Tank and 520 zone piping, except where solely serving the disinfection facility)
- Soos Reservoirs

## 7. Pump Stations

Pump Stations, Major Valve Structures, and other transmission Facilities

- Eastgate Pump Station
- TESS Junction Pump Station
- Lake Hills Pump Station
- Maplewood Pump Station
- Maple Leaf Pump Station
- Bothell Way Pump Station
- Fairwood Pump Station
- Lake Youngs Pump Station

- The Control Works
  - Augusta Gatehouse
  - Duvall Shops
8. Service Connections to Wholesale Customers installed before January 1, 2002, and Service Connections assigned to the Existing Regional System Cost Pool pursuant to Section III.E.1., are part of the Existing Regional Facilities. Unless otherwise identified as regional, Service Connections to Wholesale Customers installed after December 31, 2001 shall not be considered Existing Regional Facilities.
9. The Existing Regional Facilities include all necessary and convenient appurtenances, including, but not limited to, rights of way, land ownership or contractual rights to use, e.g. easements, security infrastructure, dewatering facilities, line valves, system meters, and remote automation devices.

## **II. New Supply Facilities**

1. Regional Water Conservation Program. The capitalized or deferred cost of the Regional Water Conservation Program, which generally consists of rebate programs for customers to upgrade fixtures or equipment to more efficient models

## **III. New Transmission Facilities**

[Reserved.]

## **EXHIBIT VII**

### **SUBREGIONAL FACILITIES AND ALLOCATIONS**

#### **I. Eastern Subregion**

##### **A. List of Eastern Subregional Facilities**

###### **SEGMENT 1**

(Cascade, Mercer Island, and Seattle)

1. The portion of the of the original Mercer Island Pipeline from the tee off the Cedar Eastside Supply Line in Factoria Boulevard SE to the west flange of the main line tee at the east end of the 16-inch Mercer Slough Bridge Pipeline (30-inch).

###### **SEGMENT 2**

(Cascade, Mercer Island, and Seattle)

1. The portion of the of the original Mercer Island Pipeline from the west flange of the main line tee at the east end of the 16-inch Mercer Slough Bridge Pipeline to the west flange of the 20-inch valve west of the wye to the East Channel Bridge Pipeline (30-inch).
2. The entire 16-inch Mercer Slough Bridge Pipeline (16-inch).
3. The portion of the East Channel Bridge 16-inch Pipeline, from the wye off item 1 of Segment 2 above to the north flange of the 16-inch line valve, including the valve bypass line.

###### **SEGMENT 3**

(Mercer Island and Seattle)

1. The portion of the original Mercer Island Pipeline from the west flange of the 20-inch valve west of the Enatai service to Bellevue to the west flange of the tee for the Shorewood Apartments service on Mercer Island (20-inch across the East Channel, 24inch on Mercer Island).
2. The 16-inch East Channel Bridge Pipeline, except for the portion listed as item 3 of Segment 2 above.

###### **SEGMENT 4**

(Mercer Island only)

1. The portion of the original Mercer Island Pipeline from the west flange of the tee for the Shorewood Apartments service on Mercer Island to the west end of the original Mercer Island pipeline near SE 43rd Street & 89th Ave SE on Mercer Island (24-inch).

The facilities include the appurtenance of these transmission facilities including but not limited to rights of way, line valves, system meters and remote automation devices.

## **B. Allocation of Costs in the Eastern Subregional Cost Pool**

In each year, the costs of each Eastside Subregional Facility shall be allocated by the segments identified in Section I.A above based on Peak 7 Day flows through each segment. In the event that Peak 7 Day flow data is not available, Peak Month flows may be substituted. The annual cost of each segment is adjusted by the annual utility basis cost of the following initial amounts, amortized over 50 years starting in 1998.

Segment 1:	\$73,157.01 increase
Segment 2:	\$1,296,845.17 decrease
Segment 3:	\$136,782.17 increase
Segment 4:	\$72,442.13 increase

Seattle shall establish a common rate for each Eastside Subregional segment that recovers the costs allocated to that segment plus any costs allocated from preceding segments to downstream segments based on the flow data used. Wholesale Customers served by Eastern Subregional Facilities as may be identified in Exhibit I will pay the applicable segment rates for every unit of water delivered to the Service Connection(s), or in Seattle's case to the retail connection, on the identified segment, e.g. Service Connections on Segment 3 would pay the rate for Segment 3, which rate would recover costs allocated from Segments 1, 2 and 3.

Seattle will track running balances and actual costs and actual revenues for each segment within the Eastside Subregional Cost Pool and shall true up each segment in a manner consistent with Section IV.H, except that Seattle may adjust the running balances between Segments 3 and 4 for a Wholesale Customer served by both Segments as follows:

Seattle will track the portion of surplus or deficit balance created by each Wholesale Customer, including Seattle, in Segment 3 based on the percentage of revenues paid by each. If there is a surplus balance for Segment 3, Seattle may transfer all or a portion of the surplus created by the Wholesale Customer served by both Segments to reduce a running deficit balance for Segment 4 and credit Seattle for a proportionate share of the Segment 3 surplus. If there is a surplus balance for Segment 4, Seattle may transfer all or a portion of the surplus in Segment 4 to reduce the portion of a running deficit balance in Segment 3 created by the Wholesale Customer served by both Segments and charge Seattle for a proportionate share of the Segment 3 deficit balance.

## **II. Southwestern Subregion**

### **A. List of Southwest Subregion Transmission Facilities**

#### **585 ZONE FACILITIES**

##### **Pipelines**

1. The discharge pipeline of Burien Pump Station, from the pump station to Ambaum Boulevard SW.
2. The pipeline in 8 Ave SW from SW Kenyon Street to SW 108 Street.

3. The discharge pipeline of Highland Park Pump Station to SW 108th Street.
4. The 585 Pipeline in SW 108th Street between 4th Avenue SW and 12th Avenue SW.
5. The 585 head Pipeline in 4th Avenue SW between SW 108th Street and SW 146th Street.
6. The 585 Pipeline in 12th Avenue SW and Ambaum Boulevard SW between SW 108th Street and SW 146th Street.
7. The 585 Pipeline in Ambaum Boulevard SW between SW 146th Street and SW 149th Street.
8. The 585 pipeline in SW 149th Street between Ambaum Boulevard SW and 14th Avenue SW.
9. The 585 pipeline in 12 Ave SW from SW 108 Street to SW 106 Street.
10. The discharge of the Trenton Turbines pump station within the West Seattle Reservoir property, and up to SW Cloverdale Street.
11. The 585 pipeline in 5 Ave SW from SW Cloverdale Street to SW Kenyon Street.
12. The 585 pipeline in SW Kenyon Street from 5 Ave SW to 8 Ave SW.
13. The 585 pipeline in SW Kenyon Street from 8 Ave SW to 35 Ave SW.
14. The 585 pipeline in 35 Ave SW from SW Kenyon Street to SW Myrtle Street.
15. The 585 pipeline in SW Myrtle Street from 35 Ave SW to Myrtle Tanks.

#### Pump Stations

1. Burien Pump Station, including its suction line from the 24-inch tee to the pump station.
2. Highland Park Pump Station, including its suction line from the tee off the 42-inch West Seattle Reservoir inlet-outlet line to the pump station.
3. Trenton Turbines Pump Station, including the suction/supply line from the pump station to the 36x36x20 tee.

#### Tanks

1. Beverly Park Tank, and all associated appurtenances and connections to the 585 zone.
2. Myrtle Tanks, and all associated appurtenances and connections to the 585 zone.

### **WEST SEATTLE RESERVOIR FACILITIES**

1. The reservoir Gate House, except for the West Seattle Low Service Pump Station.
2. All reservoir appurtenances, including but not limited to the reservoir drain, washout, and overflow pipelines.
3. The reservoir bypass from the tee off the West Seattle Pipeline to the reservoir easterly outlet pipeline.

## **WEST SEATTLE PIPELINE FACILITY**

From the connection to Cedar River Pipeline No. 4 to the West Seattle Reservoir Gate House.

## **DES MOINES WAY PIPELINE FACILITIES**

1. From the connection to the Bow Lake Pipeline as relocated outside Seatac Airport, to S 168 Street.
2. South 168 Street to the terminus of the pipeline near S 208 Street.

## **MILITARY ROAD FEEDER FACILITY**

## **THE EAST MARGINAL WAY FEEDER FACILITY**

From the West Seattle Pipeline to S 115 Street, including pressure reducing and pressure relief facilities from the West Seattle Pipeline to that feeder.

The facilities include the appurtenance of these transmission facilities including but not limited to rights of way, line valves, system meters and remote automation devices.

### **B. Allocation of Costs in the Southwest Subregional Cost Pool**

In each year, the cost of each Southwest Subregional Facility identified in Section II.A above shall be allocated between the Seattle Retail Distribution System and Wholesale Customers served by the Southwest Subregional Facilities as may be identified in Exhibit I as a group based on the following agreed upon allocations to the Wholesale Customers:

<u>FACILITY</u>	<u>Allocation to Wholesale Customers</u>
585 Zone	50%
West Seattle Reservoir	10%
West Seattle Pipeline	22%
Des Moines Way Pipeline	100%
Military Road Feeder	100%
East Marginal Way Feeder	100%

Wholesale Customers served by the Southwest Subregional Facilities shall pay a uniform rate to recover the costs from the Southwest Subregional Cost Pool allocated to the Wholesale Customers. This rate shall apply to every unit of water delivered to a Wholesale Customer served by Southwest Subregional Facilities without regard to the specific location at which that water was delivered. Actual costs and actual revenues for the Southwest Sub-region shall be trued up in a manner consistent with Section IV.H.

## **III. Renton Subregion**

#### **A. List of Renton Subregional Facilities**

The 12-inch pipelines, from the outlets off the CRPLs 1, 2, and 3 up to the south wall of the SPU meter vaults in Logan Avenue South.

#### **B. Allocation of Costs in the Renton Subregional Cost Pool**

In each year, the cost of all Renton Subregional Facilities shall be allocated to the Wholesale Customer(s) served by the Renton Subregional Facilities as may be identified in Exhibit 1.

The Wholesale Customer(s) served by the Renton Subregional Facilities shall pay either a rate established by Seattle or a lump sum, to recover the costs allocated to the Renton Subregional Cost Pool. The rate shall apply to every unit of water delivered to Wholesale Customer(s) served by the Renton Subregional Facilities. The parties may agree to a payment agreement for a lump sum pursuant to Section VII.A.



## **EXHIBIT VIII**

### **INDEX O&M COST CATEGORIES**

The following cost categories as may be amended further from time to time, that capture the portion of O&M Costs to support Seattle Regional Water Supply System only shall be used as the Index O&M Costs in the Existing Regional System, New Supply and New Transmission Cost Pools.

#### **1. Existing Regional System Cost Pool**

- Cedar, Tolt, and Lake Youngs Watersheds, including but not limited to
  - Infrastructure and land: buildings, equipment, pipelines, security, roads, bridges, communication, IT
  - Forest management, ecological management including ecological thinning net of timber sales revenue
  - Dam safety
  - Limnology
  - Costs to comply with external requirements such as those imposed by Ecology, Tribes, FERC
  - Management of the public, Patrols, Recreation
  - Fire Protection including Wildland Fire Teams
- Transmission
  - Infrastructure and land: buildings, equipment, pipelines, security, roads, bridges, communication, IT, for the Pipelines, reservoirs, pump stations, major valve structures, and other transmission facilities as listed in Exhibit VII
  - Vegetation Management
  - Litter and vehicle removal
  - Property costs including Fire Protection, permits, easements, and franchise fees
- Treatment
  - Infrastructure and land: buildings, equipment, pipelines, security, roads, bridges, communication, IT
    - Cedar Treatment Plant
    - Tolt Filtration Facility
    - Landsburg Treatment Facility
    - Other treatment in the Seattle Regional Water Supply System
  - Water Quality Testing for tests described in Section II.D.6.
- Regional planning
  - Water rights
  - Climate as it pertains to water supply or infrastructure in the Seattle Regional Water Supply System

#### **2. New Supply Cost Pool**

- The Regional Water Conservation Program
- Operating Board expenses, if allocated

- 3. New Transmission Cost Pool
  - [Reserved]

## **EXHIBIT IX**

### **STRANDED AND AVOIDED COSTS**

#### **1. General Provisions**

Within 30 days of receipt of a Notice to reduce or terminate Water Utility's Purchase Commitment under Section II.B.5.a, Seattle shall send a written notice to Water Utility, with a copy to the Operating Board, defining the amount of the reduction or termination that results in aggregate Water Utility reductions under this Contract that is in excess of the Water Utility's total Automatically Allowed Reduction, and providing an annual schedule of the Preliminary Net Stranded Cost, or Preliminary Net Billing Credit, if applicable, calculated pursuant to the methodology in Section 2 below using the available documented information as of the time of the Notice. If any reduction by Water Utility results in it having aggregate reductions greater than 5% of the average purchases from Seattle for the most recent five years but less than or equal to its Automatically Allowed Reduction, the Stranded Cost for the portion above 5% will be paid by Seattle, through annual Stranded Cost payments as calculated below. Note: This basis for Seattle payments will apply both to Regional Stranded Cost calculations and to Subregional Stranded Cost calculations, as further defined below.

On or before 180 days prior to the effective date of the Notice under Section II.B.5.b, Seattle shall send a written notice to Water Utility, with a copy to the Operating Board, providing a revised schedule of the Final Net Stranded Cost, or Final Net Billing Credit, if applicable, calculation pursuant to the methodology in Section 2 below using the available documented information as of 180 days prior to the effective date of the Notice under Section II.B.5.b which may reflect appropriate adjustments for changed circumstances during the Notice Period, as well as a calculation of any Stranded Cost obligation to be met by Seattle, as defined above.

The Final Net Stranded Cost, or Final Net Billing Credit, if applicable, will be the payment, or credit, if applicable, required pursuant to Section II.B.5.c. Water Utility will pay the Final Net Stranded Cost, or agree to a schedule of payments with equivalent discounted present value, or receive the Final Net Billing Credit, if applicable, on or before the effective date of the Notice under Section II.B.5.b.

If Water Utility is reducing its Purchase Commitment and will remain a Wholesale Customer, the parties may mutually agree to a payment schedule agreement to pay the Final Net Stranded Cost pursuant to Section VII.A of the Contract.

For rate smoothing or financial performance purposes, Seattle, in consultation with the Operating Board, may select which cost pool the revenues are applied to and whether or not to delay revenue recognition to future years.

In the event that Seattle acquires a new wholesale customer or a new block wholesale customer, or extends the size of the block contract to Cascade Water Alliance or other existing block wholesale

customer, these new regional sales will reduce prior demand reductions that are subject to Stranded Costs as follows: i) adjustments to prior reductions will be effective for all remaining years of the Contract, beginning with the first year of the new sales; ii) new customer sales or additional block sales amounts will be assigned to past Wholesale Customer demand reductions in order of their effective dates; iii) if the new sales amount is greater than the size of the first-in-time prior demand reduction, the remainder will be applied to the next-in-time demand reduction, and so on until either the new sales amount is exhausted or all prior reductions have been reduced to zero. In such cases, the schedule(s) of Water Utility's Annual Stranded Costs for remaining years will be reduced proportionately or entirely as the case may be, and Water Utility will pay the reduced amount from that year forward or, if it has made a prior payment in excess of its Annual Stranded Costs, it will receive a credit of equivalent present value.

## **2. Stranded and Avoided Cost Methodology**

**A. Annual Regional Stranded Costs and Annual Regional Avoided Costs:** Seattle will first calculate Annual Regional Stranded Costs, and Annual Regional Avoided Costs, if applicable, for each year beginning with the first year Water Utility's reduction or termination of its Purchase Commitment is effective through the last year of the current Contract term using the formula below. Seattle will use the most up to date and available documented information from its then current Water System Plan, or annual plans and statements including financial and accounting statements, official demand forecasts, etc. for all the projections required in the methodology i) as of the date of the Notice for the Preliminary Net Stranded Costs, or Preliminary Net Billing Credit, if applicable; and ii) as of 180 days prior to the effective date of the Notice for the Final Net Stranded Costs or Final Net Billing Credit, if applicable.

**Annual Regional Stranded Costs for Year X = [DEP + NBV\*RORI + FOC] \* Share**

where:

- **DEP** - the projected annual depreciation for the Regional Facilities as of the effective date of the Notice of the reduction or termination of Water Utility's Purchase Commitment for year X,
- **NBV** - the projected Net Book Value of the Regional Facilities as of the effective date of the Notice of the reduction or termination of Water Utility's Purchase Commitment for year X,
- **RORI** - the Rate of Return on Investment in effect at the time of the calculation (remains constant for all years),
- **FOC** - the projected fixed portion of the Annual O&M Costs for year X, calculated as the Annual O&M Costs for the first year after the Effective Date ("year 1") (i.e. Annual O&M Costs in year 1 \* 90% , which represents a deduction of an agreed upon amount for variable operations costs that are reduced in proportion to Water Utility's reduction or termination and therefore not included as Stranded Costs in the methodology), and escalated at 2.5% per year for each of the remaining years' calculations through year X.
- **Share** - the amount of Water Utility's reduction or termination in excess of its Automatically Allowed Reduction, divided by the projected total Wholesale Customer demand for year X, multiplied by the total Wholesale Customer share of revenue requirements for year X (i.e. (Firm yield – block contract demand)/Firm yield). For this calculation, block demand priced at Wholesale Customer rates shall be considered Wholesale Customer demand.

**Annual Regional Avoided Costs for Year X = [DSN + NOC] \* NSS**

where:

**DSN** - The projected annual debt service payment for year X of 30-year debt at the then current Seattle Average Cost of Debt to finance the full cost of any New Supply Facility deferred by the reduction or termination, based on the then most current Seattle Water System Plan,

**NOC** – The projected operations cost for year X for the SPU New Supply Facility, escalated at 2.5% per year from the first year through the end of the contract period, and

**NSS** - The New Supply Share, defined as the ratio of the Water Utility's reduction in demand divided by the projected design capacity of the deferred New Supply Facility, as measured by average daily demand (ADD).

**B. Annual Subregional Stranded Costs:** If Water Utility is served by Subregional Facilities, Seattle will calculate Annual Subregional Stranded Costs for each year beginning with the first year

Water Utility's reduction or termination of its Purchase Commitment is effective through the last year of the Contract term using the formula below.

**Annual Subregional Stranded Costs for Year X = [SRDEP + SRNBV\*RORI + SRFOC] \* SRShare**

where:

- **SRDEP** - the projected annual depreciation for the Subregional Facilities for year X
- **SRNBV** - the projected Net Book Value of the Subregional Facilities for year X,
- **RORI** - the Rate of Return on Investment in effect at the time of the calculation (remains constant for all years),
- **SRFOC** - the projected fixed portion of the Annual O&M Costs for year X, calculated as the Annual O&M Costs for the first year after the Effective Date ("year 1") (i.e. Annual O&M Costs in year 1 \* 90% , which represents a deduction of an agreed upon amount for variable operations costs that are reduced in proportion to Water Utility's reduction or termination and therefore not included in the methodology), and escalated at 2.5% per year for each of the remaining years' calculations through year X.
- **SRShare** - the amount of Water Utility's reduction or termination divided by the projected total Subregional demand for year X in the relevant subregion.

**C. Totaling the Stranded Costs or Avoided Costs for all years:** Seattle will then calculate the Net Stranded Costs or Net Billing Credit, if applicable, as follows by discounting each year of Annual Regional Stranded Costs and Annual Regional Avoided Costs (except year 1) and Annual Subregional Stranded Costs (if any, and except year 1) to its present value and then adding the first year and each of the discounted remaining years of the Annual Regional Stranded Costs; and subtracting first year and each of the discounted remaining years of the Annual Avoided Costs, if applicable; and adding the first year and each of the discounted remaining years of the Annual Subregional Stranded Costs, if any. If the difference is positive, a total Final Net Stranded Cost Payment is due from Water Utility and will reflect any applicable offset from Annual Avoided Costs. If the difference is negative, a total Final Net Billing Credit will be due from Seattle to Water Utility.

**Net Stranded Cost (or Net Billing Credit if negative) =**

**Annual Regional Stranded Cost(1) – Annual Regional Avoided Cost(1) + Annual Subregional Stranded Cost(1) +**

**[Annual Regional Stranded Cost (2) – Annual Regional Avoided Cost (2)+ Annual Subregional Stranded cost (2)]\*Discount Factor(2) +**

**...calculated for each year from 3 to n (see Illustrative Example of Annual Stranded & Avoided Cost Calculation)... +**

**[Annual Regional Stranded Cost(n) -Annual Regional Avoided Cost(n) + Annual Stranded Subregional Cost(n), if applicable]\*Discount Factor(n)**

where:

- Annual Regional Stranded Cost(1) – the Annual Regional Stranded Cost in the first year the reduction or termination is in effect,
- Annual Regional Avoided Cost(1) – the Annual Avoided Cost in the first year the reduction or termination is in effect,
- Annual Subregional Stranded Cost(1) – the Annual Subregional Stranded Cost in the first year the reduction or termination is in effect,
- Annual Regional Stranded Cost(2) - the Annual Regional Stranded Cost in the second year the reduction or termination is in effect,
- Annual Regional Avoided Cost(2) – the Annual Avoided Cost in the second year the reduction or termination is in effect,
- Annual Subregional Stranded Cost(2) – the Annual Subregional Stranded Cost in the second year the reduction or termination is in effect,
- Discount Factor(2) - the factor for discounting costs in the second year by one year, deemed to be the Annual O&M Cost escalation plus 2.5%.
- Annual Regional Stranded Cost(n) - the Annual Regional Stranded Cost in the last year of the Contract term, deemed to be the Annual O&M Cost escalation plus 2.5%,
- Annual Regional Avoided Cost(n) - the Avoided Cost in the last year of the Contract term,
- Annual Subregional Stranded Cost(n) - the Annual Subregional Stranded Cost in the last year of the Contract term, and
- Discount Factor(n) is the multiplied factor for discounting costs in the last year of the Contract term back to the first year the reduction is in effect, deemed to be the Annual O&M Cost escalation plus 2.5% per year, with the calculation including each of the years of the Contract term.

<b>Illustrative Example of Annual Stranded &amp; Avoided Cost Calculation: Reduction of 1.0 mgd (Million Gallons/Day) of Demand, not in a Subregion</b>		
<b>Annual Cost for 1 Year (2030)</b>		
Projected Annual Depreciation	\$22 M	
Projected Net Book Value	\$400 M	
RORI	6.0%	
Total Annual Capital Costs	$\$22 \text{ M} + (\$400 \text{ M} \times 6\%) = \$46 \text{ M}$	\$46 M
Projected Annual O&M Cost in Year 1	\$60 M	
Projected Fixed Operations Costs (FOC) in Year 1	$\$60 \text{ M} \times .90$	\$54 M <sup>1</sup>
Total Annual Regional System Cost	$\$46 \text{ M} + \$54 \text{ M} = \$100 \text{ M}$	<b>\$100 M</b>
<b>Share of Annual Cost Associated with Reduction</b>		
Regional System Firm Yield	172 mgd	
Block Contracts Portion of Firm Yield <sup>2</sup>	34.4 mgd	
Wholesale Customer plus Cascade Supplemental Block Share of Annual Revenue Requirements <sup>3</sup>	$(172 - 34.4)/172 \text{ mgd} = \mathbf{80\%}$	
Wholesale Customer Forecasted Demand plus Cascade Supplemental Block	<b>100 mgd</b>	
Water Utility's Reduction	<b>1 mgd</b>	
Water Utility's Share of Wholesale Customer plus Cascade Supplemental Block Demand associated with Reduction	$80\% \times (1.0/100) = 0.80\%$	<b>0.80%</b>
<b>Annual Stranded Cost</b>		
Water Utility's Share = Annual Stranded Cost (2030)	$0.80\% \times \$100 \text{ M} = \$800,000$	<b>\$800,000</b>
<b>Annual Regional Avoided Cost, New Supply (beginning 2055)</b>		
New Supply Facility (2055 Cost)	\$600 M	
New Supply Facility Financing	30 years, 4% interest => \$34.7 M/yr	
New Supply Facility O&M Cost in 2055	\$8.5 M <sup>4</sup>	
New System Supply Capacity	24 mgd	
Water Utility's Avoided Supply Share ( <i>beginning in 2055</i> )	$(1.0/24.0) \times (\$34.7 \text{ M} + \$8.5 \text{ M}) = \$1.80 \text{ M}$	<b>\$1,800,000</b>

<sup>1</sup> Each Year X after Year 1, the projected FOC will be escalated at 2.5%.

<sup>2</sup> As of the Effective Date of this Contract, includes Cascade (Base Block only, not Supplemental Block) and Northshore Utility District block contract demand in each Year X at the full amount of their Blocks.

<sup>3</sup> Cascade's Supplemental Block is priced at the same regional rate paid by Wholesale Customers and is therefore included with Wholesale Customer demand at its full Supplemental Block size.

<sup>4</sup> Each Year X after 2055, the projected NOC will be escalated at 2.5%.



**Total Present Value of Annual Stranded Costs and Avoided Costs for a 1.0 mgd (Million Gallons/Day) Reduction Beginning in 2030, Reducing New Supply Needs in 2055**

Year	Annual Stranded Cost (\$000)	Annual Avoided Cost (\$000)	Annual Net Cost or Credit	PV of Stranded & Avoided Costs (\$000)
2030	\$800	\$0	\$800	\$800
2031	\$796	\$0	\$796	\$758
2032	\$792	\$0	\$792	\$718
2033	\$788	\$0	\$788	\$681
2034	\$784	\$0	\$784	\$645
2035	\$780	\$0	\$780	\$611
2036	\$776	\$0	\$776	\$579
2037	\$772	\$0	\$772	\$549
2038	\$768	\$0	\$768	\$520
2039	\$764	\$0	\$764	\$492
2040	\$760	\$0	\$760	\$467
2041	\$768	\$0	\$768	\$449
2042	\$776	\$0	\$776	\$432
2043	\$784	\$0	\$784	\$416
2044	\$792	\$0	\$792	\$400
2045	\$800	\$0	\$800	\$385
2046	\$808	\$0	\$808	\$370
2047	\$816	\$0	\$816	\$356
2048	\$824	\$0	\$824	\$342
2049	\$832	\$0	\$832	\$329
2050	\$840	\$0	\$840	\$317
2051	\$850	\$0	\$850	\$305
2052	\$860	\$0	\$860	\$294
2053	\$870	\$0	\$870	\$283
2054	\$880	\$0	\$880	\$273
2055	\$890	\$1,800	(\$910)	(\$269)
2056	\$900	\$1,809	(\$909)	(\$256)
2057	\$910	\$1,818	(\$908)	(\$243)
2058	\$920	\$1,827	(\$907)	(\$231)
2059	\$930	\$1,837	(\$907)	(\$220)
2060	\$940	\$1,846	(\$906)	(\$210)
2061	\$950	\$1,856	(\$906)	(\$200)
<b>Total Net Stranded Cost</b>				<b>\$10,143</b>

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Public Utilities	Terri Gregg	Akshay Iyengar

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/Chief Executive Officer of Seattle Public Utilities to execute the First Amended and Restated Contract between The City of Seattle and its long-term, full and partial requirements contract holders for the supply of water; authorizing the withdrawal of funds from the Water Fund Revenue Stabilization Subfund; providing budget authority to use such funds to provide payments to Water Utilities as required under the proposed contracts; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program; changing appropriations to various departments and budget control levels, and from various funds in the Budget; imposing a proviso; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

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

Seattle Public Utilities serves 16 cities and water districts under long term wholesale water contracts signed in 2001 and 2011. These contracts have periodic reopeners to amend certain portions of the contracts, with the current reopener period concluding in 2025.

SPU has completed negotiations with its full and partial requirements contract holders who have agreed to amendments which provide certainty for future water planning through automatic extensions every 10 years. The amendments include stranded cost protections that provide reimbursements by customers if they choose to leave the system when supply is plentiful, and incentives if they leave at a point in the future when the region needs additional supply. Additionally, the contracts were updated to increase flexibility, to respond to changes in the bond market and SPU's financial systems, and to expand authority for the joint Seattle-customer Operating Board over contract administration.

The updated contract is anticipated to result in slightly higher revenues beginning in 2027, once new water rates are adopted. However, the larger impact in the near term is the mechanism used to return past overpayments. Under the current contracts, the \$27 million in overpayments that have accumulated primarily since 2018 would be returned in the form of lower rates over 2027-2029.

The amended contract would instead return these as a direct payment in 2025 or 2026, with the timing dependent on when all the customers have signed the amendment. This legislation requests budget authority for 2025, with carry forward to 2026 if unspent in 2025. The direct payment has two advantages: the earlier return to customers avoids accrual of additional interest to be paid by Seattle, and the ability to match the payment with a withdrawal from the Water Fund Revenue Stabilization Subfund (RSF) which itself represents past overpayments.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

☐ Yes ☒ No

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☒ Yes ☐ No

Expenditure Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
	-	-	-	-	-
Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	27,000,000	-	-	-	-

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
		-	-	-	-
Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	-	-	10,000,000	10,000,000	10,000,000

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

The timing of the expenditure is dependent on when the last of the 16 wholesale water customers sign the amended contract, which could occur in *either* 2025 or 2026. Also, because the contracts require the payment to be made within 60 days of signing, the expenditure cannot simply be delayed until 2026.

### 3.a. Appropriations

☒ This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number	2025 Appropriation Change	2026 Estimated Appropriation Change
Water Fund (43000)	Seattle Public Utilities	General Expense (BO- SU-N000B)	\$27,000,000	
TOTAL			\$27,000,000	

**Appropriations Notes:** The timing of the expenditure is dependent on when the last of the 16 wholesale water customers sign the amended contract, and this may occur in *either* 2025 or 2026. Also, because the contracts require the payment to be made within 60 days of signing, it cannot simply be delayed until 2026.

### 3.b. Revenues/Reimbursements

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

**Revenue/Reimbursement Notes:** Changes in revenues will occur in 2027 and later as shown in the Financial Implications table.

### 3.c. Positions

☐ This legislation adds, changes, or deletes positions.

### 3.d. Other Impacts

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

All the impacts are described in the summary and shown in Financial Implications table.

Specifically, they are:

1. The direct return to customers of up to \$27M in past overpayments as an expense in 2025 or 2026. The exact amount will be determined by our financial auditor's final wholesale water cost allocated report for 2024, which is currently in progress.
2. The slightly higher revenues beginning in 2027 once new rates are adopted (\$200k/year)
3. The avoided impact of the return of the overpayment on revenues in 2027-2029 (\$9.8M/year for three years).
4. The RSF withdrawal to Water Fund operating cash (amount corresponds to the payment in item 1), which would decrease the 2025 year-end RSF balance from \$54.1M to \$27.1M. This is above the required balance of \$9.0M.

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

There are no additional costs.

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

The impact of not implementing the legislation would be loss of goodwill with wholesale customers that we have negotiated with for 5 years. Seattle would also be giving up on the hard-won stranded cost provisions that are being significantly strengthened by the amendment.

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

None

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

- a. Is a public hearing required for this legislation?** No
- b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?** No
- c. Does this legislation affect a piece of property?** No
- d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
  - i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.** The impact on communities is handled by retail rates and policies within each of the wholesale water customers' service areas. It is not affected by this contract amendment.
  - ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.** N/A
  - iii. What is the Language Access Plan for any communications to the public?** This is a contract between governmental agencies so there is no direct communication with the public.
- e. Climate Change Implications**
  - i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.** It is not likely to impact carbon emissions.
  - ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.** This legislation includes stranded cost provisions, which ensures additional regional water supplies are developed when needed, but not before. This potentially improves resiliency and impacts on the environment.

- f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals? N/A**
- g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization? No**

## **5. ATTACHMENTS**

**Summary Attachments:** None



## Legislation Text

**File #:** CB 121069, **Version:** 1

### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of certain real property rights by negotiation or eminent domain (condemnation) of ten separate permanent easements located on parcels identified as King County Parcel Number 2487201221 located at 4500 & 4502 SW Wildwood Place, King County Parcel Number 2487201215 located at 4518 SW Wildwood Place, King County Parcel Number 2485500000 located at 9165 45<sup>th</sup> Avenue SW, King County Parcel Number 2487201365, King County Parcel Number 2488200480 located at 9144 45<sup>th</sup> Avenue SW, King County Parcel Number 3524039040 located at 9131 California Avenue SW, King County Parcel Number 2488200505, King County Parcel Number 2488200500, King County Parcel Number 2488200495, King County Parcel Number 2488200490; and authorizing the acquisition of temporary construction easements by negotiation or eminent domain (condemnation) located on eighteen separate parcels of land identified as King County Parcel Number 2487201221 located at 4502 SW Wildwood Place, King County Parcel Number 2346700000 located at 9212 45<sup>th</sup> Avenue SW, King County Parcel Number 2485500000 located at 9165 45<sup>th</sup> Avenue SW, King County Parcel Number 2487200035 located at 4402 SW Brace Point Drive, King County Parcel Number 2487200050 located at 4330 SW Brace Point Drive, King County Parcel Number 2487201210 located at 4604 SW Wildwood Place, King County Parcel Number 2487201215 located at 4518 SW Wildwood Place, King County Parcel Number 2487201365, King County Parcel Number 2488200480 located at 9144 45<sup>th</sup> Avenue SW, King County Parcel Number 3524039040 located at 9131 California Avenue SW, King County Parcel Number 2488200530, King County Parcel Number 2488200525, King County Parcel Number 2488200520, King County Parcel Number 2488200515 located at 4401 SW Director Street; King County Parcel Number 2488200505; King County Parcel Number 2488200500; King County Parcel Number 2488200495; and King County Parcel Number 2488200490; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute all documents and take other necessary actions to complete the Properties' permanent easement acquisitions and temporary construction easement acquisitions; authorizing payment of all costs associated with the acquisitions; and ratifying and confirming certain prior acts.

WHEREAS, Seattle Public Utilities (SPU) owns, maintains, and operates a system of sanitary sewerage, and storm and surface water drainage as part of its drainage and wastewater system; and

WHEREAS, the Washington State Hydraulic Code, administered by the Washington Department of Fish and Wildlife (WDFW), requires that certain types of streams, culverts, and storm drains maintained by SPU

be made fish passable when repaired or replaced; and

WHEREAS, SPU owns and maintains a culvert in West Seattle conveying Fauntleroy Creek that is failing and bars fish passage; and

WHEREAS, SPU has designed the 45<sup>th</sup> Avenue SW Culvert Replacement Project (Project) to replace the culvert along Fauntleroy Creek to comply with the WDFW fish passage requirements and address current and future flooding issues; and

WHEREAS, the SPU has identified 18 contiguous parcels adjacent to Fauntleroy Creek near the intersection of 45<sup>th</sup> Avenue SW and SW Wildwood Place impacted by the Project, and determined that it needs permanent and temporary property rights from the property owners to construct and maintain the new culvert; and

WHEREAS, RCW 8.12.030, 35.67.020, and 35.92.020 authorize the City to purchase or condemn property for utility or general municipal purposes; NOW, THEREFORE,

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

Section 1. Public convenience and necessity require that real property interests generally shown on Attachments 1 and 2 of this ordinance, and such other property as may be necessary or convenient for the Project located in the City of Seattle, County of King, State of Washington; together with all rights, privileges, and other property interests pertaining to the real property interests, be acquired for utility and general municipal purposes through negotiations or eminent domain (condemnation).

Section 2. The General Manager and Chief Executive Officer of Seattle Public Utilities (SPU), or designee, is authorized to: determine the portions and interests of the properties shown on Attachments 1 and 2, that are necessary or convenient for the Project, and any other property interests that may be necessary or convenient for the Project; negotiate and enter into written agreements for and acquire, after paying just compensation, the real property interests that are necessary or convenient for the Project, including temporary and permanent rights, in easement form; and accept and record deeds and other written instruments on behalf of



the City by attaching to the instrument the General Manager and Chief Executive Officer's written acceptance and recording the deed or other written instrument. The acquisition costs, including purchase price and transaction costs, together with relocation benefits to the extent required by law, shall be paid from the funds appropriated, or to be appropriated, for such purposes in connection with the Project.

Section 3. The Seattle City Attorney is authorized to commence and prosecute proceedings in the manner provided by law to condemn, take, damage, and appropriate in fee simple or other property interests determined by the SPU General Manager and Chief Executive Officer, or designee, to be necessary or convenient to the Project; provided the lands, rights, and privileges, and other property are to be appropriated and taken only after just compensation has been made or paid into court for the owners in the manner provided by law. The Seattle City Attorney is further authorized to enter into a stipulation agreement for the purpose of minimizing damages.

Section 4. The real property interests referenced in this ordinance include, but are not limited to, deeds, easements, and temporary constructions easements that, when recorded, shall be placed under the jurisdiction of SPU and designated for utility and general municipal purposes.

Section 5. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 6. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Legal Descriptions for Permanent Easements

Attachment 2 - Legal Descriptions for Temporary Construction Easements

## **ATTACHMENT 1 – Legal Descriptions for Permanent Easements**

### **1. 9144 45<sup>th</sup> Ave SW, Parcel #2488200480**

FOR THAT PORTION OF LOTS 12-13, BLOCK 6 OF FAUNTLEROY THIRD DIVISION ADDITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOTS 12 AND 13, BLOCK 6, FAUNTLEROY THIRD DIVISION ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 17, IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 13; THENCE ALONG THE WESTERLY LINE OF LOT 13 NORTH 1°39'08" EAST 27.69 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 71°33'57" EAST 49.49 FEET; THENCE NORTH 79°14'15" EAST 53.87 FEET TO THE EASTERLY LINE OF LOT 13; THENCE ALONG THE EASTERLY LINE OF LOT 13 SOUTH 1°39'08" WEST 26.72 FEET TO THE SOUTHERLY LINE OF LOT 13; THENCE ALONG THE SOUTHERLY LINE OF LOT 13 NORTH 87°20'53" WEST 100.02 FEET TO THE SOUTHWESTERLY CORNER OF LOT 13 AND THE POINT OF BEGINNING.

CONTAINING 2070 SQ. FT., MORE OR LESS

### **2. 9165 45<sup>th</sup> Ave SW, Parcel #2485500000**

FOR THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 3 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SOUTHWEST BARTON STREET WITH THE WESTERLY LINE OF 45TH AVENUE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID LINE 190 FEET; THENCE NORTH 13°58'30" EAST 55.165 FEET; THENCE SOUTH 65°19'52" EAST TO THE WEST LINE OF 45<sup>TH</sup> AVENUE SOUTHWEST; THENCE SOUTH 114.61 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SOUTHWEST BARTON STREET WITH THE WESTERLY LINE OF 45TH AVENUE SOUTHWEST; THENCE NORTH 48°43'11" WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BARTON STREET 85.49 FEET; THENCE LEAVING SAID

RIGHT OF WAY LINE SOUTH 53°04'05" EAST 5.22 FEET SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE WITH A RADIUS OF 481.00 FEET CONCAVE TO NORTHEAST WHICH RADIUS POINT BEARS N 37L 50' 08" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8L 38' 41" A DISTANCE OF 72.57 FEET TO THE WESTERLY LINE OF 45<sup>TH</sup> AVENUE SOUTHWEST; THENCE SOUTH 1°39'08" WEST ALONG SAID THE WESTERLY LINE 13.24 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 358 SQ. FT., MORE OR LESS

**3. 4518 SW Wildwood Pl, Parcel #2487201215**

FOR THAT PORTION OF LOTS 12, 13 AND TRACT B, BLOCK 13 OF FAUNTLEROY, AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOT 12; THE WEST HALF IN WIDTH OF LOT 13; ALSO THE WESTERLY 75 FEET OF THAT PORTION OF TRACT "B" LYING EASTERLY OF THE NORTHERLY PRODUCTION OF THE WESTERLY LINE OF SAID LOT 12, ALL IN BLOCK 13, FAUNTLEROY AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 20 OF PLATS, PAGE 63](#), IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID DESCRIBED LOT;

THENCE NORTH 48°43'11" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SOUTHWEST BARTON STREET 54.86 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 33°42'09" WEST 13.83 FEET; THENCE SOUTH 56°22'02" EAST 34.90 FEET; THENCE SOUTH 53°59'39" EAST 19.00 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE ALONG SAID EASTERLY LINE NORTH 37°35'16" EAST 7.33 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 559 SQ. FT., MORE OR LESS

**4. 4500 & 4502 SW Wildwood Pl, Parcel #2487201221**

FOR THAT PORTION OF LOTS 13-15 AND TRACT B, BLOCK 13 OF FAUNTLEROY, AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOTS 14 AND 15 AND THE SOUTHEASTERLY HALF IN WIDTH OF LOT 13 IN BLOCK 13 OF FAUNTLEROY, AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 20 OF PLATS AT PAGE 63, IN KING COUNTY, WASHINGTON;

AND THAT PORTION OF TRACT "B" OF SAID PLAT LYING SOUTHEASTERLY OF THE NORTHEASTERLY PRODUCTION OF THE NORTHWESTERLY LINE OF SAID SOUTHEAST HALF IN WIDTH OF LOT 13;

EXCEPT THAT PORTION OF SAID LOT 15 AND SAID TRACT "B" CONVEYED TO THE CITY OF SEATTLE FOR STREET BY DEED RECORDED UNDER RECORDING NO. 1003396.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID DESCRIBED LOT;

THENCE NORTH 48°43'11" WEST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST BARTON STREET 75.66 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE LEAVING SAID RIGHT OF WAY MARGIN ALONG THE WESTERLY BOUNDARY OF SAID LOT SOUTH 37°35'16" WEST 7.33 FEET; THENCE LEAVING SAID BOUNDARY LINE SOUTH 57°07'00" EAST 37.55 FEET; THENCE SOUTH 33°52'02" EAST 6.94 FEET; THENCE SOUTH 37°42'25" WEST 1.40 FEET; THENCE SOUTH 48°43'11" EAST 35.38 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 45<sup>TH</sup> AVENUE SOUTHWEST; THENCE ALONG SAID RIGHT OF WAY MARGIN NORTH 1°38'25" EAST 6.49 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 357 SQ. FT., MORE OR LESS

**5. Parcel #2487201365**

FOR THAT PORTION OF TRACT A, BLOCK 1 OF FAUNTLEROY,

AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; PORTION OF TRACT A, BLOCK 1, FAUNTLEROY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 63, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 7, BLOCK 1, PRODUCED NORTHWESTERLY 20 FEET FROM THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY PARALLEL WITH AND 20 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 7 AND LOTS 6 AND 5 IN SAID BLOCK 1, TO THE EAST LINE OF SAID LOTS 1 AND 2; THENCE NORTH ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 49 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE 60.22 FEET TO THE SOUTH LINE OF WEST BARTON STREET; THENCE EAST ALONG SAID SOUTH LINE OF WEST BARTON STREET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 7 PRODUCED NORTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE SOUTHERLY RIGHT OF WAY INTERSECTION OF 45<sup>TH</sup> AVENUE SOUTHWEST AND SOUTHWEST BARTON STREET; THENCE SOUTH 87°20'53" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST BARTON STREET 68.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 87°20'53" EAST 32.57 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN SOUTH 36°36'52" EAST 10.45 FEET; THENCE SOUTH 53°23'08" WEST 18.67 FEET; THENCE NORTH 36°36'52" WEST 20.61 FEET; THENCE NORTH 77°21'17" WEST 11.97 FEET; THENCE NORTH 5°52'34" EAST 1.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 365 SQ. FT., MORE OR LESS

**6. 9131 California Ave SW, Parcel #3524039040**

FOR THAT PORTION OF LOT "A" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "A" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT "A" THENCE NORTH 1°39'08" EAST ALONG THE WESTERLY BOUNDARY OF SAID LOT 122.60 FEET TO THE SOUTHERLY BOUNDARY OF LOT "J" OF SAID SEATTLE LOT BOUNDARY ADJUSTMENT; THENCE ALONG SAID BOUNDARY SOUTH 87°42'07" EAST 30.00 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 1°39'08" WEST 122.79 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT "A"; THENCE ALONG SAID BOUNDARY NORTH 87°20'53" WEST 30.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 3677 SQ. FT., MORE OR LESS

**7. Parcel #2488200495**

FOR THAT PORTION OF LOT "I" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "I" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT "I" THENCE SOUTH 87°42'06" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 15.00 FEET;

THENCE SOUTH 1°39'08" WEST 40.00 FEET; THENCE NORTH 87°42'06" WEST 15.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 1°39'08" EAST 40.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 600 SQ. FT., MORE OR LESS

**8. Parcel #2488200500**

FOR THAT PORTION OF LOT "H" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "H" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT "H" THENCE SOUTH 87°42'07" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 15.00 FEET; THENCE SOUTH 1°39'08" WEST 40.00 FEET; THENCE NORTH 87°42'06" WEST 15.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 1°39'08" EAST 40.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 600 SQ. FT., MORE OR LESS

**9. Parcel #2488200490**

FOR THAT PORTION OF LOT "J" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "J" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT "J" THENCE SOUTH 87°42'06" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 15.00 FEET; THENCE SOUTH 1°39'08" WEST 40.00 FEET; THENCE NORTH 87°42'07" WEST 15.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 1°39'08" EAST 40.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 600 SQ. FT., MORE OR LESS

**10. Parcel #2488200505**

FOR THAT PORTION OF LOT "G" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "G" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT "G" THENCE SOUTH 87°42'07" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 15.00 FEET; THENCE SOUTH 1°39'08" WEST 40.00 FEET; THENCE NORTH 87°42'07" WEST 15.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 1°39'08" EAST 40.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 600 SQ. FT., MORE OR LESS



## **ATTACHMENT 2 – Legal Descriptions for Temporary Construction Easements**

### **1. 9144 45<sup>th</sup> Ave SW, Parcel #2488200480**

FOR THAT PORTION OF LOTS 12-13, BLOCK 6 OF FAUNTLEROY THIRD DIVISION ADDITION

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOTS 12 AND 13, BLOCK 6, FAUNTLEROY THIRD DIVISION ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 27 OF PLATS, PAGE 17, IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 13; THENCE ALONG THE WESTERLY LINE OF LOT 13 NORTH 1°39'08" EAST 27.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 1°39'08" EAST 7.93 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 88°18'40" EAST 100.00 FEET TO THE EASTERLY LINE OF LOT 13; THENCE ALONG THE EASTERLY LINE OF LOT 13 SOUTH 1°39'08" WEST 10.58 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 79°14'15" WEST 53.87 FEET; THENCE NORTH 71°33'57" WEST 49.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1576 SQ. FT., MORE OR LESS

### **2. 9165 45<sup>th</sup> Ave SW, Parcel #2485500000**

FOR THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 3 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SOUTHWEST BARTON STREET WITH THE WESTERLY LINE OF 45TH AVENUE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID LINE 190 FEET; THENCE NORTH 13°58'30" EAST 55.165 FEET; THENCE SOUTH 65°19'52" EAST TO THE WEST LINE OF 45<sup>TH</sup> AVENUE SOUTHWEST; THENCE SOUTH 114.61 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SOUTHWEST BARTON STREET WITH THE WESTERLY LINE OF 45TH AVENUE SOUTHWEST; THENCE NORTH 1°39'08" EAST ALONG THE WESTEASTERLY RIGHT OF WAY LINE OF 45TH AVENUE SOUTHWEST 13.24 FEET TO THE POINT OF

BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 1°39'08" EAST 20.63 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 88°20'52" WEST 30.10 FEET; THENCE NORTH 54°42'30" WEST 29.26 FEET; THENCE NORTH 31°00'33" WEST 15.24 FEET; THENCE NORTH 38°48'07" WEST 37.68 FEET; THENCE SOUTH 83°28'45" WEST 20.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTHWEST BARTON STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 48°43'11" EAST 53.60 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 53°04'05" EAST 5.22 FEET SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE WITH A RADIUS OF 481.00 FEET CONCAVE TO NORTHEAST WHICH RADIUS POINT BEARS N 37L 50' 08" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8L 38' 41" A DISTANCE OF 72.57 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1087 SQ. FT., MORE OR LESS

### **3. 4518 SW Wildwood Pl, Parcel #2487201215**

FOR THAT PORTION OF LOTS 12, 13 AND TRACT B, BLOCK 13 OF FAUNTLEROY, AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOT 12; THE WEST HALF IN WIDTH OF LOT 13; ALSO THE WESTERLY 75 FEET OF THAT PORTION OF TRACT "B" LYING EASTERLY OF THE NORTHERLY PRODUCTION OF THE WESTERLY LINE OF SAID LOT 12, ALL IN BLOCK 13, FAUNTLEROY AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 20 OF PLATS, PAGE 63](#), IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID DESCRIBED LOT; THENCE SOUTH 37°35'16" WEST ALONG THE EASTERLY LINE OF SAID LOT 7.33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE SOUTH 37°35'16" WEST 26.89 FEET; THENCE LEAVING SAID LINE NORTH 48°43'11" WEST 22.44 FEET; THENCE NORTH 41°16'49" EAST 5.00 FEET; THENCE NORTH 48°43'11" WEST 53.05 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE CONTINUING ALONG SAID LINE NORTH 37°34'14" EAST 29.21 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST BARTON STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 48°43'11" EAST 20.31 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN SOUTH 33°42'09" WEST 13.83 FEET; THENCE SOUTH 55°31'54" EAST 53.89 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1730 SQ. FT., MORE OR LESS

**4. 4502 SW Wildwood Pl, Parcel #2487201221**

FOR THAT PORTION OF LOTS 13-15 AND TRACT B, BLOCK 13 OF FAUNTLEROY, AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOTS 14 AND 15 AND THE SOUTHEASTERLY HALF IN WIDTH OF LOT 13 IN BLOCK 13 OF FAUNTLEROY, AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 20 OF PLATS AT PAGE 63, IN KING COUNTY, WASHINGTON;

AND THAT PORTION OF TRACT "B" OF SAID PLAT LYING SOUTHEASTERLY OF THE NORTHEASTERLY PRODUCTION OF THE NORTHWESTERLY LINE OF SAID SOUTHEAST HALF IN WIDTH OF LOT 13;

EXCEPT THAT PORTION OF SAID LOT 15 AND SAID TRACT "B" CONVEYED TO THE CITY OF SEATTLE FOR STREET BY DEED RECORDED UNDER RECORDING NO. 1003396.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID DESCRIBED LOT; THENCE SOUTH 1°38'25" WEST ALONG THE WESTERLY RIGHT OF WAY MARGIN OF 45<sup>TH</sup> AVENUE SOUTHWEST 6.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUEING ALONG SAID RIGHT OF WAY MARGIN SOUTH 1°38'25" WEST 56.28 FEET; THENCE LEAVING SAID ROGHT OF WAY MARGIN NORTH 88°21'35" WEST 12.90 FEET; THENCE NORTH 44°11'26" WEST 16.77 FEET; THENCE NORTH 46°11'24" EAST 16.92 FEET; THENCE NORTH 43°57'04" WEST 16.87 FEET; THENCE NORTH 46°08'41" EAST 16.89 FEET; THENCE NORTH 44°13'06" WEST 16.73 FEET; THENCE NORTH 51°32'12" EAST 5.36 FEET; THENCE NORTH 44°12'17" WEST 13.39 FEET; THENCE NORTH 34°58'43" EAST 1.29 FEET; THENCE NORTH 44°16'21" WEST 9.88 FEET; THENCE NORTH 88°44'39" WEST 1.76 FEET; THENCE NORTH 44°07'56" WEST 16.07 FEET; THENCE SOUTH 46°41'57" WEST 11.28 FEET; THENCE NORTH 44°11'20" WEST 5.00 FEET; THENCE SOUTH 45°48'55" WEST 8.03 FEET; THENCE NORTH 48°43'11" WEST 7.58 FEET; THENCE SOUTH 41°16'49" WEST 5.00 FEET; THENCE NORTH 48°43'11" WEST 2.21 FEET TO THE WESTERLY LINE OF SAID DESCRIBED PARCEL; THENCE NORTH 37°35'16" EAST ALONG SAID PARCEL LINE 26.90 FEET; THENCE LEAVING SAID PARCEL LINE SOUTH 57°07'00" EAST 37.55 FEET; THENCE SOUTH 33°52'02" EAST 6.94 FEET; THENCE SOUTH 37°42'25" WEST 1.40 FEET; THENCE SOUTH 48°43'11" EAST 35.38 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1915 SQ. FT., MORE OR LESS

**5. Parcel #2487201365**

FOR THAT PORTION OF TRACT A, BLOCK 1 OF FAUNTLEROY,  
AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; PORTION OF TRACT A, BLOCK 1, FAUNTLEROY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 63, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 7, BLOCK 1, PRODUCED NORTHWESTERLY 20 FEET FROM THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY PARALLEL WITH AND 20 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 7 AND LOTS 6 AND 5 IN SAID BLOCK 1, TO THE EAST LINE OF SAID LOTS 1 AND 2; THENCE NORTH ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 49 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE 60.22 FEET TO THE SOUTH LINE OF WEST BARTON STREET; THENCE EAST ALONG SAID SOUTH LINE OF WEST BARTON STREET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 7 PRODUCED NORTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE SOUTHERLY RIGHT OF WAY INTERSECTION OF 45<sup>TH</sup> AVENUE SOUTHWEST AND SOUTHWEST BARTON STREET; THENCE SOUTH 87°20'53" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST BARTON STREET 68.89 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL SOUTH 5°52'34" WEST 1.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY SOUTH 5°52'34" WEST 48.20 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY SOUTH 87°20'53" EAST 42.20 FEET; THENCE NORTH 2°39'07" EAST 10.00 FEET; THENCE SOUTH 87°20'53" EAST 85.43 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL; THENCE ALONG SAID EASTERLY BOUNDARY NORTH 24°48'00" WEST 45.08 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST BARTON STREET; THENCE ALONG SAID RIGHT OF WAY MARGIN NORTH 87°20'53" WEST 71.47 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN SOUTH 36°36'52" EAST 10.45 FEET; THENCE SOUTH 53°23'08" WEST 18.67 FEET; THENCE NORTH 36°36'52" WEST 20.61 FEET; THENCE NORTH 77°21'17" WEST 11.97 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.  
CONTAINING 4676 SQ. FT., MORE OR LESS

**6. 9131 California Ave SW, Parcel #3524039040**

FOR THAT PORTION OF LOT "A" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "A" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT "A" THENCE SOUTH 3°57'17" WEST ALONG THE WESTERLY BOUNDARY OF SAID LOT 167.71 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 87°49'39" EAST 9.75 FEET; THENCE NORTH 3°49'57" EAST 40.02 FEET; THENCE SOUTH 87°48'21" EAST 15.01 FEET; THENCE NORTH 30°45'43" EAST 99.39 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST DIRECTOR STREET; THENCE ALONG SAID MARGIN NORTH 57°14'02" WEST 79.30 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 5902 SQ. FT., MORE OR LESS

FOR THAT PORTION OF LOT "A" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "A" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT "A" THENCE SOUTH 87°20'53" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID LOT SOUTH 87°20'53" EAST 106.76 FEET TO THE WESTERLY BOUNDARY OF KILBOURNE PARK; THENCE ALONG SAID BOUNDARY NORTH 1°33'37" EAST 27.00 FEET; THENCE LEAVING SAID BOUNDARY NORTH 82°56'13" WEST 87.09 FEET; THENCE NORTH 1°39'08" EAST 89.21 FEET TO THE SOUTHERLY BOUNDARY OF LOT "J" OF SAID SEATTLE LOT BOUNDARY ADJUSTMENT; THENCE NORTH 87°42'07" WEST ALONG SAID BOUNDARY 20.00 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 1°39'08" WEST 122.79 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 5089 SQ. FT., MORE OR LESS

**7. Parcel #2488200495**

FOR THAT PORTION OF LOT "I" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "I" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT "I" THENCE SOUTH 87°42'07" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 87°42'07" EAST 15.00 FEET; THENCE SOUTH 1°39'08" WEST 40.00 FEET; THENCE NORTH 87°42'07" WEST 15.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 1°39'08" EAST 40.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 600 SQ. FT., MORE OR LESS

**8. Parcel #2488200500**

FOR THAT PORTION OF LOT "H" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "H" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT "H" THENCE SOUTH 87°42'07" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 87°42'07" EAST 15.00 FEET; THENCE SOUTH 1°39'08" WEST 40.00 FEET; THENCE NORTH 87°42'07" WEST 15.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 1°39'08" EAST 40.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 600 SQ. FT., MORE OR LESS

**9. Parcel #2488200490**

FOR THAT PORTION OF LOT “J” OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT “J” OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT “J” THENCE SOUTH 87°42'07" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 87°42'07" EAST 35.00 FEET; THENCE SOUTH 1°39'08" WEST 40.00 FEET; THENCE NORTH 87°42'07" WEST 35.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 1°39'08" EAST 40.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1400 SQ. FT., MORE OR LESS

**10. Parcel #2488200505**

FOR THAT PORTION OF LOT “G” OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT “G” OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT “G” THENCE SOUTH 87°42'07" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 87°42'07" EAST 15.00 FEET; THENCE SOUTH 1°39'08" WEST 40.00 FEET; THENCE NORTH 87°42'07" WEST 15.00 FEET TO THE WESTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 1°39'08" EAST 40.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 600 SQ. FT., MORE OR LESS

**11. 4401 SW Director St, Parcel #2488200515**

FOR THAT PORTION OF LOT "E" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "E" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "E" THENCE NORTH 87°42'28" WEST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 10.34 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 3°49'57" WEST 40.02 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY SOUTH 87°42'21" EAST 10.25 FEET TO THE EASTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 3°57'17" EAST 40.02 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 412 SQ. FT., MORE OR LESS

**12. Parcel #2488200520**

FOR THAT PORTION OF LOT "D" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "D" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "D" THENCE NORTH 87°42'42" WEST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 45.44 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 3°49'56" WEST 40.02 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY SOUTH 87°42'28" EAST 45.35 FEET TO THE EASTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 3°57'17" EAST 40.02 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1816 SQ. FT., MORE OR LESS



**13. Parcel #2488200525**

FOR THAT PORTION OF LOT "C" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "C" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "C" THENCE NORTH 87°42'42" WEST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 45.52 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 3°49'56" WEST 40.02 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY SOUTH 87°42'42" EAST 45.44 FEET TO THE EASTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 3°57'17" EAST 40.02 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1819 SQ. FT., MORE OR LESS

**14. Parcel #2488200530**

FOR THAT PORTION OF LOT "B" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439

THAT PORTION OF LOT "B" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "B" THENCE NORTH 57°14'02" WEST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST DIRECTOR STREET 52.11 FEET; THENCE LEAVING SAID RIGHT OF WAY MARGIN SOUTH 3°49'56" WEST 74.51 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY SOUTH 87°42'42" EAST 45.52 FEET TO THE EASTERLY BOUNDARY OF SAID LOT; THENCE ALONG SAID BOUNDARY NORTH 3°57'17" EAST 48.07 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 2793 SQ. FT., MORE OR LESS

**15. 9212 45<sup>th</sup> Ave SW, Parcel #2346700000**

FOR THAT PORTION OF LOTS 1-2 AND TRACT A, BLOCK 1 OF FAUNTLEROY,  
AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOTS 1 AND 2, AND THAT PORTION OF TRACT "A", LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT 1, PRODUCED NORTHERLY, ALL IN BLOCK 1, FAUNTLEROY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 63, IN KING COUNTY, WASHINGTON; EXCEPT THE EASTERLY 49 FEET THEREOF; EXCEPT THAT PORTION OF SAID LOT 2 CONVEYED TO THE CITY OF SEATTLE FOR WILDWOOD PLACE BY DEED RECORDED UNDER RECORDING NO. 18744291; TOGETHER WITH THAT PORTION OF 45TH AVENUE SOUTHWEST VACATED UNDER ORDINANCE NUMBER 85942 OF THE CITY OF SEATTLE ON FEBRUARY 25, 1957, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WILDWOOD PLACE AND THE EASTERLY LINE OF 45TH AVENUE SOUTHWEST; THENCE WESTERLY ALONG THE WESTERLY PRODUCTION OF SAID NORTHERLY LINE, 7.29 FEET; THENCE NORTHERLY ALONG A STRAIGHT LINE TO A POINT ON THE WESTERLY PRODUCTION OF THE SOUTHERLY LINE OF SOUTHWEST BARTON ST, WHICH POINT IS 17.80 FEET WESTERLY FROM THE EASTERLY LINE OF 45TH AVENUE SOUTHWEST; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF 45TH AVENUE SOUTHWEST; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHERLY RIGHT OF WAY INTERSECTION OF 45<sup>TH</sup> AVENUE SOUTHWEST AND SOUTHWEST BARTON STREET; THENCE SOUTH 87°20'53" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST BARTON STREET 68.89 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL SOUTH 5°52'41" WEST 16.10 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY NORTH 84°13'25" WEST 18.82 FEET; THENCE SOUTH 7°22'31" WEST 8.00 FEET; THENCE NORTH 84°30'28" WEST 33.95 FEET; THENCE SOUTH 5°42'57" WEST 4.79 FEET; THENCE NORTH 84°17'03" WEST 6.75 FEET; THENCE SOUTH 6°11'29" WEST 46.63 FEET; THENCE NORTH 88°21'35" WEST 3.48 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF 45<sup>TH</sup> AVENUE SOUTHWEST; THENCE ALONG THE SAID EASTERLY MARGIN NORTH 1°38'25" EAST 72.38 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1684 SQ. FT., MORE OR LESS

**16. 4402 SW Brace Point Drive, Parcel #2487200035**

FOR THAT PORTION OF LOTS 6-8 AND TRACT A, BLOCK 1 OF FAUNTLEROY,

AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; THE NORTHEASTERLY FIVE FEET IN WIDTH OF LOT 6, ALL OF LOT 7, AND THE SOUTHWESTERLY 30 FEET IN WIDTH OF LOT 8, ALL IN BLOCK 1, FAUNTLEROY AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 63, RECORDS OF KING COUNTY, WASHINGTON;

ALSO THOSE PORTIONS OF TRACT A IN SAID BLOCK 1, DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT A LYING BETWEEN THE PROJECTIONS NORTHWESTERLY TO S.W. BARTON STREET OF THE SOUTHWESTERLY LINE OF SAID LOT 8 AND THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 30 FEET IN WIDTH OF SAID LOT 8;

AND THAT PORTION OF THE SOUTHEASTERLY 20 FEET, MEASURED AT RIGHT ANGLES THERETO OF SAID TRACT A LYING BETWEEN THE PROJECTION NORTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 7 AND THE PROJECTION NORTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY FIVE FEET IN WIDTH OF LOT 6 IN SAID BLOCK 1.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE SOUTHERLY RIGHT OF WAY INTERSECTION OF 45<sup>TH</sup> AVENUE SOUTHWEST AND SOUTHWEST BARTON STREET; THENCE SOUTH 87°20'53" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST BARTON STREET 172.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN SOUTH 87°20'53" EAST 33.81 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY MARGIN SOUTH 24°48'00" EAST 31.71 FEET ALONG SAID EASTERLY LINE; THENCE LEAVING SAID EASTERLY LINE SOUTH 68°59'01" WEST 30.07 FEET TO THE WESTERLY LINE OF SAID PARCEL; THENCE ALONG SAID WESTERLY LINE NORTH 24°48'00" WEST 45.31 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1155 SQ. FT., MORE OR LESS

**17. 4330 SW Brace Point Drive, Parcel #2487200050**

FOR THAT PORTION OF LOTS 8-9 AND TRACT A, BLOCK 1 OF FAUNTLEROY,  
AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOT 9 AND THE NORTHEASTERLY 20 FEET OF LOT 8, BLOCK 1, FAUNTLEROY, AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 63, RECORDS OF KING COUNTY, WASHINGTON; ALSO

THAT PORTION OF TRACT "A" IN SAID BLOCK 1, LYING BETWEEN THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF THE FOREGOING DESCRIBED PREMISES PRODUCED NORTHWESTERLY, IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

COMMENCING AT THE SOUTHERLY RIGHT OF WAY INTERSECTION OF 45<sup>TH</sup> AVENUE SOUTHWEST AND SOUTHWEST BARTON STREET; THENCE SOUTH 87°20'53" EAST ALONG THE SOUTHERLY RIGHT OF WAY MARGIN OF SOUTHWEST BARTON STREET 206.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN SOUTH 87°20'53" EAST 78.88 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY MARGIN SOUTH 69°00'08" WEST 70.15 FEET TO THE WESTERLY LINE OF SAID PARCEL; THENCE ALONG SAID WESTERLY LINE NORTH 24°48'00" WEST 31.71 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 1088 SQ. FT., MORE OR LESS

**18. 4604 SW Wildwood Place, Parcel #2487201210**

FOR THAT PORTION OF LOT 11 AND TRACT B, BLOCK 13 OF FAUNTLEROY, AN ADDITION TO THE CITY OF SEATTLE

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY; LOT 11 OF THAT PART OF TRACT "B" LYING BETWEEN THE EASTERLY PROLONGATION OF THE NORTHWESTERLY AND SOUTHWESTERLY LINES OF SAID LOT 11, BLOCK 13, FAUNTLEROY AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 20 OF PLATS, PAGE 63](#), IN KING COUNTY, WASHINGTON.

DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID DESCRIBED LOT;

THENCE NORTH 48°43'11" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SOUTHWEST BARTON STREET 50.10 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE ALONG SAID LOT LINE SOUTH 37°34'13" WEST 6.88 FEET; THENCE SOUTH 33°03'21" EAST 53.00 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE ALONG SAID LOT LINE NORTH 37°34'14" EAST 21.22 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.  
CONTAINING 702 SQ. FT., MORE OR LESS

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Public Utilities	Bryan Solemsaas	Akshay Iyengar

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of certain real property rights by negotiation or eminent domain (condemnation) of ten separate permanent easements located on parcels identified as King County Parcel Number 2487201221 located at 4500 & 4502 SW Wildwood Place, King County Parcel Number 2487201215 located at 4518 SW Wildwood Place, King County Parcel Number 2485500000 located at 9165 45<sup>th</sup> Avenue SW, King County Parcel Number 2487201365, King County Parcel Number 2488200480 located at 9144 45<sup>th</sup> Avenue SW, King County Parcel Number 3524039040 located at 9131 California Avenue SW, King County Parcel Number 2488200505, King County Parcel Number 2488200500, King County Parcel Number 2488200495, King County Parcel Number 2488200490; and authorizing the acquisition of temporary construction easements by negotiation or eminent domain (condemnation) located on eighteen separate parcels of land identified as King County Parcel Number 2487201221 located at 4502 SW Wildwood Place, King County Parcel Number 2346700000 located at 9212 45<sup>th</sup> Avenue SW, King County Parcel Number 2485500000 located at 9165 45<sup>th</sup> Avenue SW, King County Parcel Number 2487200035 located at 4402 SW Brace Point Drive, King County Parcel Number 2487200050 located at 4330 SW Brace Point Drive, King County Parcel Number 2487201210 located at 4604 SW Wildwood Place, King County Parcel Number 2487201215 located at 4518 SW Wildwood Place, King County Parcel Number 2487201365, King County Parcel Number 2488200480 located at 9144 45<sup>th</sup> Avenue SW, King County Parcel Number 3524039040 located at 9131 California Avenue SW, King County Parcel Number 2488200530, King County Parcel Number 2488200525, King County Parcel Number 2488200520, King County Parcel Number 2488200515 located at 4401 SW Director Street; King County Parcel Number 2488200505; King County Parcel Number 2488200500; King County Parcel Number 2488200495; and King County Parcel Number 2488200490; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute all documents and take other necessary actions to complete the Properties' permanent easement acquisitions and temporary construction easement acquisitions; authorizing payment of all costs associated with the acquisitions; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** SPU owns and maintains a 24-inch diameter, 220-foot-long, vitrified clay culvert conveying Fauntleroy Creek under 45<sup>th</sup> Ave SW in the Fauntleroy neighborhood. The culvert completely bars fish passage and is failing. SPU's 45<sup>th</sup> Ave SW Culvert Replacement Project would replace the culvert with a 14-foot-wide, 237-foot-long, three-sided, open-bottom culvert. The new culvert would meet State requirements for passage of fish and stream flows. Additionally, the project would restore wetland, riparian, and streambed habitat in areas up to 180 feet upstream and up to 80 feet downstream of the replacement culvert. The project also includes a public amenities area at street level and would include a stair system for worker access to the new culvert. This ordinance would authorize

Seattle Public Utilities to acquire, by negotiation or eminent domain, 10 permanent easements and 18 temporary easements required to construct the project.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

☐ Yes ☒ No

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☒ Yes ☐ No

The project budget includes approximately \$1.2M for property acquisitions from SPU ratepayer funds. Actual payments will be subject to a fair market value determination.

### 3.d. Other Impacts

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

No

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

SPU has budget authority to acquire easements from 18 parcels at fair market value from the Drainage and Wastewater Fund. Negotiations regarding the purchase price for the various easements are ongoing.

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

If SPU is unable to negotiate the required property rights with property owners, the 45<sup>th</sup> Ave SW Culvert Replacement Project will not be able to move forward and replace the failing culvert infrastructure.

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

N/A

## 4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

No

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

Yes. Under RCW 8.25.290, the City is required to publish notice of this action in both the Daily Journal of Commerce and the Seattle Times newspaper.

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

Yes, this legislation would authorize the City of Seattle to acquire easements on 18 parcels. See Exhibit A of this summary and fiscal note for a description of impacts to each property, Exhibit B for maps of parcels with permanent and temporary easement areas and Exhibit C for parcels with only temporary easement areas.

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

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

Fauntleroy Creek is a salmon-bearing stream, and the 45th Ave SW culvert is a barrier for fish to access upstream spawning habitat. Replacing culverts that impede fish passage supports Tribal treaty rights. SPU is committed to restoring fish passage and supporting those treaty rights and regional salmon recovery and will replace the existing culvert with a structure that can support fish passage. SPU has met with and will continue to coordinate with local tribal representatives during the design phase of the Project.

The Project will also include improved maintenance access stairs, improving safety of SPU employees responsible for monitoring and maintaining the site.

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

See Exhibit D for the Fauntleroy Creek Culvert Project Racial Equity Toolkit.

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

The team will develop outreach materials to help serve individuals with limited English proficiency. Essential communications materials, project milestone updates, notices of community meetings, and other relevant documents will be translated into commonly spoken languages in the area.

The project team will use local interpretation services whenever possible to bridge language barriers.

**e. Climate Change Implications**



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

Acquisition of these property rights is not likely to increase carbon emissions in a material way. Aside from normal construction traffic related to the construction of the culvert replacement on the easement areas, emissions are not anticipated to increase.

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

Acquisition of these property rights will increase Seattle's resiliency to climate change by removing an undersized and failing culvert asset, and replacing it with a large, fish passable structure that's sized for future climate-adjusted predicted flows.

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

N/A

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

No

## 5. ATTACHMENTS

### Summary Attachments:

Summary Exhibit A – Easement Impacts

Summary Exhibit B – Parcels with Permanent and Temporary Easements

Summary Exhibit C – Parcels with Temporary Easements

Summary Exhibit D – SPU Racial Equity Toolkit Stakeholder Analysis

**Easement Impacts**  
SPU 45<sup>th</sup> Ave SW Culvert Replacement Project

Address	Parcel Number	Owner	Easement Type	Impact
4500 & 4502 SW Wildwood Pl	2487201221	Wildwood Glenn - Senior Housing Authority	Temporary	Grading activities and utility modifications to install the culvert and maintenance access stairs. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install maintenance access stairs for the new culvert
9165 45th Ave SW	2485500000	Fauntlee Woods HOA	Temporary	Grading activities and utility modifications to install the culvert and maintenance access stairs. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install portion of culvert structure, which will be buried below grade.
9212 & 9214 45th Ave SW	2346700000	Endolyne Apartments LLC	Temporary	Grading activities to install the culvert and maintenance access stairs. There will also be impacts to the apartment building parking entrance from SW Barton St. The disturbed areas, including the parking lot driveway, any impacted stalls, and landscape areas, will be restored to their existing conditions (or better).
4400 & 4402 SW Brace Point Dr	2487200035	Aaron Janus	Temporary	Grading activities to install the stream channel and habitat enhancements. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
4330 SW Brace Point Dr	2487200050	Alan & Adrienne Craig	Temporary	Grading activities to install the stream channel and habitat enhancements. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
4604 SW Wildwood Pl	2487201210	Danielle D. Laing & Kristopher R. Pattison	Temporary	Grading activities to install the stream channel and habitat enhancements. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
4518 SW Wildwood Pl	2487201215	Carolyn Messier	Temporary	Grading activities to install the culvert and maintenance access stairs. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install a portion of the culvert structure and associated maintenance access stairs.
N/A	2487201365	Duncan & Judith Sharp	Temporary	Grading activities to install the culvert and maintenance access stairs. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install a portion of the culvert structure and associated maintenance access stairs.
9144 45TH Ave SW	2488200480	Alpine Chalet Apts	Temporary	Parking lot for apartment building will be impacted and unavailable during construction in order to install the culvert. The parking lot will be completely restored at the end of construction.
			Permanent	Install portion of culvert structure, which will be buried below grade.
9131 California Ave SW	3524039040	Fauntleroy Cr Svc Association	Temporary	Grading activities to install the stream channel and habitat enhancements, as well as using a portion of an existing parking lot for contractor job-shack, parking, and other uses. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install soldier pile walls for parking access; soldier piles will be left in place either to support the slope, or cut down below grade.
4401 SW Director St	2488200530	Seattle Public Schools	Temporary	Use of portion of an existing parking lot for contractor job-shack, parking, and other uses. This parcel is currently leased to the West Seattle Nursery, so SPU is coordinating with them along with Seattle Public Schools.
4401 SW Director St	2488200525	Seattle Public Schools	Temporary	Use of portion of an existing parking lot for contractor job-shack, parking, and other uses. This parcel is currently leased to the West Seattle Nursery, so SPU is coordinating with them along with Seattle Public Schools.
4401 SW Director St	2488200520	Seattle Public Schools	Temporary	Use of portion of an existing parking lot for contractor job-shack, parking, and other uses. This parcel is currently leased to the West Seattle Nursery, so SPU is coordinating with them along with Seattle Public Schools.

4401 SW Director St	2488200515	Seattle Public Schools	Temporary	Modification of existing sliding gate for West Seattle Nursery access to Seattle Public Schools parcels during construction. This parcel is currently leased to the West Seattle Nursery, so SPU is coordinating with them along with Seattle Public Schools.
4401 SW Director St	2488200505	Seattle Public Schools	Temporary	Grading activities to install a soldier pile wall and temporary parking. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install soldier pile walls for parking access; soldier piles will be left in place either to support the slope, or cut down below grade.
4401 SW Director St	2488200500	Seattle Public Schools	Temporary	Grading activities to install a soldier pile wall and temporary parking. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install soldier pile walls for parking access; soldier piles will be left in place either to support the slope, or cut down below grade.
4401 SW Director St	2488200495	Seattle Public Schools	Temporary	Grading activities to install a soldier pile wall and temporary parking. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install soldier pile walls for parking access; soldier piles will be left in place either to support the slope, or cut down below grade.
4401 SW Director St	2488200490	Seattle Public Schools	Temporary	Grading activities to install a soldier pile wall and temporary parking. Disturbed areas will be restored with plantings and other landscaping once construction activities are complete.
			Permanent	Install soldier pile walls for parking access; soldier piles will be left in place either to support the slope, or cut down below grade.

**SPU 45<sup>th</sup> Ave SW Culvert Replacement Project Ordinance**  
**Figures of Parcels with Permanent and Temporary Easement Areas**

9165 45<sup>th</sup> Ave SW:



9144 45<sup>th</sup> Ave SW:





4518 SW Wildwood Pl:



4500 & 4502 SW Wildwood Pl:



King County Parcel ID: 2487201365

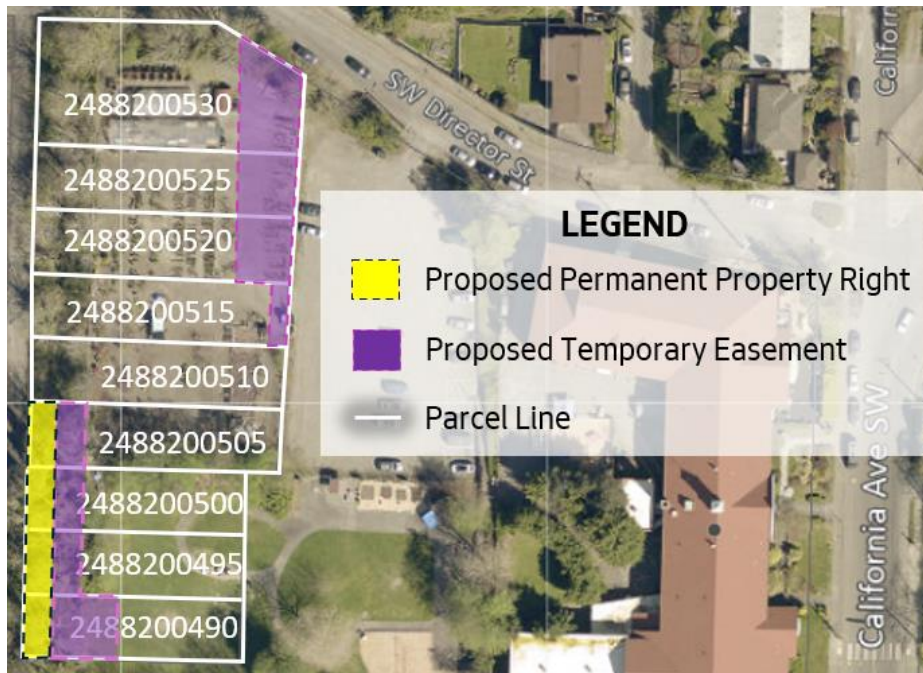




9131 California Ave SW:



King County Parcels 2488200490, 2488200495, 2488200500, 2488200505, 2488200515, 2488200520, 2488200525, 2488200530 (owned by Seattle Public Schools):



**SPU 45<sup>th</sup> Ave SW Culvert Replacement Project Ordinance**  
**Figures of Parcels with Temporary Easement Areas**

9212 & 9214 45<sup>th</sup> Ave SW – Parcel #2346700000:



4400 & 4402 SW Brace Point Dr – Parcel #2487200035:





4330 SW Brace Point Dr – Parcel #2487200050:



4604 SW Wildwood Pl – Parcel #2487201210:



## SPU Racial Equity Toolkit Stakeholder Analysis

SPU Policy, Plan, Program, or Project Title: **Fauntleroy Creek Culverts Replacement  
2023 Update for 45<sup>th</sup> Ave SW Culvert Replacement Project**

Team Leader: **Cody Nelson**

**2023 Team Leader: Jonathan Brown**

Today's Date: **November 19, 2018, Options Analysis Phase**

**Updated: 2023 in Design Phase**

Additional Core Team Member Names:

<b>Betsy Lyons</b>	<b>Dylan King</b>
<b>Masako Lo</b>	<b>Deb Heiden</b>
<b>Katherine Lynch</b>	<b>Kaniteli Puloka</b>
<b>Steve Hamai</b>	
<b>David Graves (Parks)</b>	

**2023 Update Team Members:** Steve Hamai, Anne Fried, Magin Maier, Yunkyoung Choi

In what neighborhood is this policy, plan, program, or project effecting or taking place? Check all that apply.

- |                                    |  |  |
|------------------------------------|--|--|
| <input type="checkbox"/> City Wide | <input type="checkbox"/> Greater Duwamish    | <input type="checkbox"/> Southeast                   |
| <input type="checkbox"/> Ballard   | <input type="checkbox"/> Lake Union          | <input checked="" type="checkbox"/> <b>Southwest</b> |
| <input type="checkbox"/> Central   | <input type="checkbox"/> Magnolia/Queen Anne | <input type="checkbox"/> Outside City Limits: _____  |
| <input type="checkbox"/> Delridge  | <input type="checkbox"/> North               |  |
| <input type="checkbox"/> Downtown  | <input type="checkbox"/> Northeast           |  |
| <input type="checkbox"/> East      | <input type="checkbox"/> Northwest           |  |

A. General Public

☒ **Inform**      ☒ **Collaborate**      ☐ **Shared Decision-Making**

General Public is global categorization of all persons who reside or work in Seattle, are users of SPU assets, and typically obtain information through the media or SPU communications (e.g. At Your Service, SPU website, Twitter, etc.) Please note additional comments on this stakeholder group here:

**For the purposes of this project, the general public will include community members and businesses near the project sites at 45<sup>th</sup> Ave SW. The project team will inform the general public about the purpose of the project, short-term and long-term impacts, and community and environmental benefits.**

**The project team will directly engage with adjacent property owners to the culverts/ROW where work will be taking place to assess impacts (potential construction access, temporary and permanent property easements) and work with the property owners on ways to understand their property use and minimize short- and long-term impacts.**

## B. Racial or Ethnic Groups

☒ **Inform**                      ☐ **Collaborate**                      ☐ **Shared Decision-Making**

Use Citywide or specific neighborhood demographic information to determine which specific racial or ethnic groups may be targeted or impacted. ([Seattle US Census information](#)) If possible, consult with other staff, affinity groups, or community members to determine if there are 'hidden' racial/ethnic groups within your impact area. Please note additional comments on this stakeholder group here:

**The project team did an initial review of data to identify potential needs. 23.92% of residents are People of Color. In this neighborhood, <2.4% of residents speak English less than very well. According to 2015 American Community Survey data, 2.24% of residents speak Spanish with <.50% speaking Chinese and Vietnamese. The team will use of plain talk language principals when developing outreach materials to help serve individuals with limited English proficiency.**

**The project team will collaborate with the Muckleshoot Indian Tribe informally through the options analysis phase, and more formally through the formal permit and design review process. We will collaborate with them on design requirements for fish passage and to evaluate culvert sizing, design, trade-offs, major constraints etc.**

**During initial outreach, the team will assess and note different language and ethnic groups as well as low-income residents that need tailored communications and engagement and adjust communications strategies to accommodate their needs.**

## C. Community Based & Non Profit Organizations, and Neighborhood Groups

☒ **Inform**                      ☒ **Collaborate**                      ☐ **Shared Decision-Making**

Community based organizations and neighborhood groups can include advocacy groups, social service agencies, neighborhood-based clubs, political organizations, and groups sponsored by the City of Seattle (like Neighborhood/District Councils). Some of these organizations provide services Citywide, while others serve a single population or those located only within their neighborhood. Are there community based organizations, social service agencies, or neighborhood groups that would possibly be interested in collaborating with you? Please note additional comments on this stakeholder group here:

**The Fauntleroy Watershed Council works to enable community awareness through communication and watershed health promotion. They promote and sponsor a number of activities geared towards creating awareness such as the Salmon in the Schools program, watershed restoration and erosion control, engage other property owners such as Seattle Parks for improvements and work with Green Seattle Partnership to remove invasives and plant new vegetation. The FWC is highly active in removing fish passage barriers and has vowed to inform neighbors who are creating a barrier, assist with removal and if necessary, involve Washington Department of Fish and Wildlife to assist in encouraging homeowners to remove the barriers. The FWC will be highly interested in outcome of the project and we expect them to want to collaborate with the project team during options analysis. The project team must be cautious not to allow the FWC to skew the balance of community voice.**

**The Fauntleroy Community Association may be a channel for the project team to promote the necessity of the project and to attend events such as the Fauntleroy Food Festival. The FCA**

**advocates for safer streets and may be a source of information on traffic issues the community is concerned about that could inform the project as well as provide collaboration.**

**The project team also identified that Fauntleroy Creek is used as a environmental education site for school-aged children throughout the city, which include traditionally underserved communities. In consultation with SPU Environmental Justice and Social Equity staff, the project team will continue to see opportunities for outreach and engagement from stakeholders outside the geographical area of the project, who may be impacted by the educational opportunities and other community benefits associated with this project.**

**D. Other SPU Divisions, Work Units, or Employee Teams**

☐ **Inform**                      ☐ **Collaborate**                      ☒ **Shared Decision-Making**

Are there other SPU groups that have an interest or could support your efforts? What is their role, and how will you keep them engaged? Are they providing funding, staff, or making key decisions? Are they represented on your Team? Can this project align with or impact the work in another Division or work unit? Please note additional comments on this stakeholder group here:

**SPU Drainage and Wastewater Field Operations and Maintenance Division will be highly engaged in the options analysis and design of the culvert replacements and has two members on the Project Team. After construction, FO&M will maintain the culverts over the lifespan of the assets and as such their input is important to inform the options and design. Considerations and accommodations must be made for safe access and working conditions. The project team will collaborate with FO&M to identify options that take into consideration the long term maintenance and accessibility of the assets.**

**E. Other City Departments**

☒ **Inform**                      ☒ **Collaborate**                      ☒ **Shared Decision-Making**

Are there other departments or agencies involved? What is their role, and how will you keep them engaged? Are they providing funding, staff, or making key decisions? Will this effort align or impact another department's policies, plans, services, programs, or projects? Please note additional comments on this stakeholder group here:

**This project will have the potential to impact SDOT and Parks depending on the options. The project team will engage both departments for early input and collaboration. The intent of this coordination is for the City Departments to be aligned and to approach the public with a One-City voice. Tribes, Federal, State, King County, or Other Public Agencies**

☒ **Inform**                      ☒ **Collaborate**                      ☒ **Shared Decision-Making**

Are there tribes or other public agencies involved? What is their role, and how will you keep them engaged? Are they providing funding, staff, or making key decisions? Will this effort align or impact another agency's policies, plans, programs or projects? Please note additional comments on this stakeholder group here:

**US Army Corps of Engineers (USACE) will be one of the regulatory agencies with an interest in this project as a Water of the State. USACE will permit the construction of the culvert replacements. During permit review, they consult with the local tribal agency, Muckleshoot Tribe (MIT). USACE and MIT will be focused on improving the salmon habitat and removing fish**

passage barriers, while accomodating future climate change. SPU intends to plan for culvert replacements that meet all regulatory requirements, as well as have opportunity to increase the fish habitat and creek health to the maximum extent feasible. While the Tribes do not directly approve permit applications, their feedback is highly considered in the design review process. SPU will perform early outreach to gauge the desires and interest of the Tribes. We will include Tribal input and comments in the design to the extent practically feasible. Washington State Department of Fish and Wildlife (WDFW) will also be permitting the construction of the culvert replacements. New culverts will be sized based on WDFW Stream Crossing Guidelines to meet fish passage criteria. The stream simulation methodology is preferred by the USACE and Muckleshoot Tribe.

There may be opportunities for shared decision making with regards to other public agencies such as WSDOT. WSDOT is currently in the early stages of planning improvements to the Fauntleroy Ferry Terminal and there may be opportunities for construction planning and sequencing to help relieve congestion and traffic due to construction in the area.

F. Other

☒ Inform                      ☒ Collaborate                      ☒ Shared Decision-Making

Are there other stakeholder groups not listed? Who are they? Please note additional comments on this stakeholder group here:

Review your completed stakeholder list and answer the following questions:

1. What (if any) are the key decisions to be made by stakeholders? If stakeholders are NOT making any decisions, skip to question #2.
2. If stakeholder groups are only identified as collaborators (e.g. being asked to provide input or advice, and not make any decisions), how will their input be used, and what weight will their input be assigned relative to other information provided by the staff on your team?
  - a. **SPU Field Operations and Maintenance Staff will be involved in the collaborative development of the options and design of the culvert replacement.**
3. Does one stakeholder group carry more influence than another in regard to your policy, plan, program. or project? If so, please explain why.



## SPU Racial Equity Toolkit Inclusive Outreach and Public Engagement Plan Development

To be completed by the staff team involved in developing the service, project or program. If warranted, seek assistance from a SPU Service Equity Subject Matter Expert. **This tool should be used following application of the [Equity Stakeholder Analysis](#).**

SPU Service, Project or Program Title: **Fauntleroy Creek Culverts Replacement Project**

Today's Date: 11/27/2018

In what [neighborhood district\(s\)](#) is this service or project taking place? Check all that apply.

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> City Wide | <input type="checkbox"/> Greater Duwamish    | <input type="checkbox"/> Southeast            |
| <input type="checkbox"/> Ballard   | <input type="checkbox"/> Lake Union          | <input checked="" type="checkbox"/> Southwest |
| <input type="checkbox"/> Central   | <input type="checkbox"/> Magnolia/Queen Anne | <input type="checkbox"/> Outside City Limits: |
| <input type="checkbox"/> Delridge  | <input type="checkbox"/> North               | _____   |
| <input type="checkbox"/> Downtown  | <input type="checkbox"/> Northeast           |   |
| <input type="checkbox"/> East      | <input type="checkbox"/> Northwest           |   |

**With your team, answer the following questions:**

1. In review of your completed Equity Stakeholder Analysis, what particular demographic or stakeholder group(s) will require more-targeted outreach or engagement by SPU?
  - a. Specifically, this relates to environmental education / stewardship opportunities for schools and traditionally underserved communities in South / Southwest Seattle.
    - i. *Historically, the Fauntleroy Community is not underserved, however there are users of the creek, Fauntleroy Park, and neighborhood businesses and facilities that may be from underserved communities. To improve SPU's understanding of how underserved groups or schools use the site, we could work with SPU's EnviroIssues consultant to have them interview underserved community groups or schools. One goal of the culvert replacements is to make them fish passable for native species. This may necessitate a shift in the need or desire to release hatchery salmon into the creek system. The project team would need to conduct outreach to see what other existing programs might take advantage of the Fauntleroy Creek. Some potential groups may include: Environmental Learning Center at Camp Long (Parks), Arbor Heights, Roxhill, Highland Park, White Center, Other Private Schools, and the Seattle Aquarium.*
    - ii. *Additionally, we should reach out to Native American Tribal governments who have treaty rights to this area. Because most of these tribal members do not live in the area, they will require more targeted outreach (primarily through project permit review).*
  - b. How will we determine that our outreach was successful? Are there measurable outcome goals associated with our outreach, public engagement or communications strategy related to this issue?
    - i. *This may be a follow up conversation for the line of business with regards to their programmatic work. Opportunities identified as a result of this project can inform the LOB, Parks and Seattle Public Schools on this approach. SPU needs to identify whether it's*

*necessary to stop the Salmon in the Schools program for the health of the creek, and if so get stakeholder groups to shift their focus on other engagement opportunities or programs- water quality, habitat improvements, creek health, etc. SPU will look to the consultant SME's to provide input on the benefits (or not) of continuing the Salmon in the Schools hatchery release upstream. A successful outcome could be Salmon in the Schools continuing a program in the watershed but changing its focus to be more appropriate to post-restoration conditions.*

2. What outreach, public engagement, or communications tools or activities are appropriate for the service or project?

- a. *Public media managed by the SPU project team (web, social websites and notifications, fliers). Also, attendance at community events. Making sure the message of the project is "this is what we're doing and here's how it aligns with the current use/potential". However, if we ask early how ppl might use the space, there could be an opportunity for accommodating the use during design. LOB should take a comprehensive look at the entire area to see what we can offer and plan what we could offer, for example tying this to water quality and the health of the watershed through adjacent GSI.*
- b. *Our communications consultant, EnviroIssues, could interview stakeholder groups that use the watershed for environmental education and engagement purposes to inform the team during OA and design. For example, DWW LOB is working with the Salmon in the Schools Program at Arbor Heights, however this is currently the only school-are there other schools that would get involved? How many schools are aware of this program, how can we help with awareness? We could utilize EnviroIssues to find out what other people/groups would use this if they knew about it.*
- c. Other recommendations may come up during discussion:
  - i. *How can we connect the creek and creek health to SPU's "brand" or goals in this neighborhood? And help community members understand their role as a steward of the environment from many aspects. Want to make sure our messaging conveys SPU's overarching goal. SPU has an opportunity to make sure the local community and site uses are informed of Tribal Treaty rights and how this project will address them.*
- d. How will we use these tools to keep the targeted community informed regarding key decisions and progress of the project?
  - i. *The project Communications Plan outlines specific onsite events during OA and identifies opportunities to reach the broader community through public drop-in sessions, door to door outreach, presentation at the Fauntleroy Community Association and the Fauntleroy Food Fest event. The Department of Neighborhoods may be able to help distribute messaging-need to see what their capabilities and target audience is-they may have a focused outreach area established in our the vicinity of our project. Tribal input will be evaluated through direct discussions with Tribes and via permit review.*

3. Are there opportunities to leverage the outreach and engagement efforts of other current or recent SPU services or projects, especially if impacting the same geographic area or community? Do similar opportunities exist with other city departments or regional agencies?

- a. *Possibly. Parks, WSDOT Ferries, King County, Fish and Wildlife may have projects or opportunities for partnering from an outreach perspective. For example, SPU work at Longfellow could help inform work at Fauntleroy. There may be GSI projects by King County that drains into this Watershed (Barton GSI?). We could possibly influence or be included in WSDOT Ferry Dock Improvements outreach for connectivity between projects/work in the area. Through Parks, we may be able to connect volunteering efforts at the beach with improvements and*

*volunteering efforts upstream. The project team will need to make sure agencies are aware of what we're doing and how their work also connects to the creek. We should message the connection between projects or activities at the beach/downstream and the upper creek/watershed.*

4. How will we provide opportunities for stakeholders to become knowledgeable and consider service equity issues in their roles as collaborators?
  - a. *Specifically, with regards to the Church and homeowners (along Kilbourne Ravine) who own property right up to the creek-we want them to acknowledge that we're improving the health of the creek and we want them to be continued stewards of the creek system. Strategies may include informing them of the pros and cons of their involvement or lack of involvement in the future after the project work is completed. Message "We need your help to be a good land steward". Connect them with the Fauntleroy Watershed Council and other stewards to help support. Judy Pickens with the Fauntleroy Watershed Council set up a stewardship fund, and we could encourage people to look into that.*  
*There is the potential for tension with the idea of public access in the area/in their back yard. Also, there's the potential for these improvements to increase their property value. The project team should be aware of the "Not In My Backyard" (NIMBY) mindset. At this time, we're not sure how the public access would look in terms of the project but want homeowners to recognize the value. The Fauntleroy Church may utilize these improvements as an opportunity to reach out to underserved communities to increase the diversity and reach of their congregation. This project could provide them this opportunity - all rate payers are paying for this. Their stewardship of the property will affect the health of the creek system, and we should include messaging about their role. SPU will include Tribal Treaty Rights in the messaging as well. The community needs to understand this is not just their watershed. The City has an obligation to support Tribal Treaty Rights, and projects like this is how we're doing it.*
  - b. How will their input be used and what weight will their input be assigned relative to other info provided by the team?
    - i. *The project team needs to balance the input from community. We don't anticipate community input it to affect the sizing of the culverts, but to inform the team of the potential uses and stewardship opportunities that the community identifies. The Fauntleroy Church input will be weighed more heavily for the California culvert, so we need to make sure the public understands the relationship between the Church and City.*
5. Who specifically is your:
  - SPU Communications Team member **Dylan King**
  - SPU Service Equity Subject Matter Expert **Vicky Raya**
  - Additional SPU or other City Department staff team member who is familiar with the geographic area and/or ethnic community being targeted **Betsy Lyons, LOB Rep; Deb Heiden, Urban Ecosystems**
6. In review of your completed Equity Stakeholder Analysis, what particular demographic or stakeholder group(s) will require more-targeted outreach or engagement by SPU?
  - a. *(EnviroIssues can help with this targeted outreach. Define who we know are the potential users, not just schools, other community groups as well.)*
7. Is the targeted community currently aware of your current planning efforts, and is there support or opposition to the service, project or program (including any proposed changes to what currently exists)? Why is there support or opposition?



- a. *(Not yet, we need to define who they are first in addition to the schools. We will start with the Salmon in Schools Seattle board. Islandwood-More connected with environmental education in broader Seattle. Beth Miller and Rich Gustav are potential contacts.)*
- b. *The Muckleshoot Indian Tribe has been notified of our project and opportunities to meet on site have been offered. They have also been invited to the City's early pre-application discussions about the project.*

8. How will you ensure that your outreach and engagement efforts are culturally relevant and linguistically appropriate, especially if targeting low income and/or non-English speaking persons or communities?

- a. *(The project team will ask Envirolssues to research who else to reach out to after we have developed a list of potential organizations, and then we can answer this question.)*
- b. *Much of the information provided at open house sessions will be visual in nature (e.g. large posters showing options being considered).*

Memorandum



**Date:** February 22, 2019

**To:** Drainage and Wastewater Line of Business: Ben Marre, Ingrid Wertz and Tracy Tackett; Project Delivery and Engineering: Adam Schuyler, Jerry Waldron; Community Affaris: Elaine Yeung

**From:** Cody Nelson, Betsy Lyons, Dylan King, Masako Lo, Deb Heiden, Katherine Lynch, Kaniteli Puloka

**Re: Fauntleroy Creek Culverts Replacement – SPU Equity Toolkit – Stakeholder Analysis**

As a result of applying the Stakeholder Analysis to the **C316078 – Fauntleroy Creek Culverts Replacement** we have identified next-step follow-up tasks:

Task Description	Intended Benefits of Described Task	Staffing/Resource Needs
1. Conduct direct outreach to adjacent residents and businesses impacted by the project and work to incorporate their input in options analysis.	Provides an option that works better for the community that is directly impacted by the project.	PM, LOB and Communications Lead
2. Develop communications materials using Plain Language best practices to accommodate limited English residents, and create in-language materials when needed.	This will help inform and engage the community more affectively on the project.	Communications Lead
3. Set-up interpreter services for this project through Language Link	Non-English language speakers will be able to get information about the project and discuss the project in their native language.	Communications Lead
4. Consistently message that regulatory requirements result in benefits to the health of the environment and community.	Improve community understanding that these are necessary replacements that, while impactful, will have significant long term benefits to multiple parties.	LOB, PM and Communications Lead

5. Meet with SDOT and Parks during OA to coordinate right-of-way and public space improvements/adjustments including identifying current and proposed use that benefits the community.	Provide community benefits to traditionally underserved communities.	LOB and PM
6. Explore ways to minimize construction impacts and identify opportunities to provide community benefits and consider in analysis of options.	Support SPU's community-centered values.	LOB, PM, Options Analysis Team
4. Strategize ways to partner with and create opportunities for the Fauntleroy Church United Church of Christ, so that the full culvert replacement at California Ave SW is a likely outcome.	Shows the community that SPU has the community's best interest in mind when planning and executing CIP projects.	LOB, PM, Options Analysis Team
5. Engage Muckleshoot Indian Tribe early - during Options Analysis	Greater clarity on expectations, ideas and potential conflicts	PM, LOB

As a result of applying the Stakeholder Analysis to the **C316078 – Fauntleroy Creek Culverts Replacement**, the following items should be considered by appropriate 'upstream' management or governing bodies:

Recommendation & Brief Description	How and when will this recommendation be presented to the appropriate upstream management or governing body?
1. Need formal interagency agreement to the approach to the Partnership with the Church. Agreement could include SPU, Parks, and SDOT.	3Q, 2019
2. Need formal cost sharing agreement with the Church	3Q, 2019 after the OA Team has strategized ways to reduce the cost and maintenance impact on the Church
3. Management needs to define lead role and authority in pursuing partnership with Church	3Q, 2019

As a result of applying the Stakeholder Analysis to the **C316078 – Fauntleroy Creek Culverts Replacement**, key lessons were learned that should be applied to future related plans, projects, programs or services:

Lessons Learned
1. When equity toolkits are performed only at the project-level, it does not take into account systemic equity issues. Therefore, we recommend conducting programmatic equity toolkits to inform project-level work.
2. To be a community-centered utility, the project team should consider short-term and long-term impacts to residents and businesses as well as opportunities to provide community benefits.
3. SPU does not have a consistent policy on 3 <sup>rd</sup> party cost sharing. Different cost-sharing approaches have been used by project teams when negotiating with other partners. The project team plans to use the interagency agreement as a model or starting point.

cc. Michael Davis

**CERTIFICATE OF MAILING AND PUBLICATION OF NOTICE FOR  
[Ordinance Number or Other Document Identifier]**

I, Bryan Solemsaas, Sr. Real Property Agent, hereby certify as follows:

(Check all that apply below.)

- ☒ 1. On the 25 day of August, 2025, I mailed via US Postal Service Certified Mail a  
☒ notice of condemnation or  
☐ other \_\_\_\_\_,  
a true and correct representative copy of which is attached and designated as  
Attachment A, to those persons whose names and addresses appear on the  
attached list as Attachment B.
- ☒ 2. For condemnation legislation: The notice designated in Attachment A constitutes  
adequate notice to property owners, pursuant to RCW 8.12 and 8.25, that the  
City may take final action to authorize condemnation of the subject property.
- ☒ 3. The notice designated in Attachment A was published in the Seattle Times on  
8/25/2025 and 9/1/2025 and the Daily Journal of Commerce on 8/25/2025 and  
9/2/2025.
- ☒ 4. This Certificate of Mailing and Publication and complete Attachments A and B  
are hereby filed with the City Clerk of the City of Seattle.

Dated this 18 day of September, 2025.

The City of Seattle, Washington

\_\_\_\_\_  
Bryan Solemsaas

\_\_\_\_\_  
  
(Signature)

\_\_\_\_\_  
Sr. Real Property Agent

\_\_\_\_\_  
SPU Real Property Services

\_\_\_\_\_  
(206) 684-5971

**STATE OF WASHINGTON – KING COUNTY**

--SS.

441694

No.

SPU:ACCOUNTS PAYABLE

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

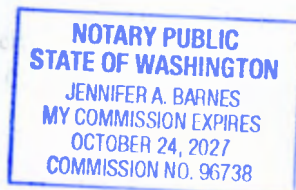
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:NOTICE OF FINAL ACTION

was published on

08/25/25 09/02/25

The amount of the fee charged for the foregoing publication is the sum of \$390.70.



09/02/2025

Subscribed and sworn to before me on

Notary public for the State of Washington,  
residing in Seattle

Affidavit of Publication

# State of Washington, King County

## City of Seattle

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### City of Seattle

#### SEATTLE PUBLIC UTILITIES DEPARTMENT

**Notice of Final Action by the Seattle City Council authorizing the acquisition of temporary and permanent easements by negotiation and/or eminent domain (condemnation).**

#### Property locations:

4500 SW Wildwood PL, King County  
Parcel Number 248720-1221

4518 SW Wildwood PL, King County  
Parcel Number 248720-1215

4604 SW Wildwood PL, King County  
Parcel Number 248720-1210

9165 45th Ave SW, King County Parcel  
Number 248550-0000

9144 45th Ave SW, King County Parcel  
Number 248820-0480

9212 45th Ave SW, King County Parcel  
Number 234670-0000

9131 California Ave SW, King County  
Parcel Number 352403-9040

4402 SW Brace Point Drive, King County  
Parcel Number 248720-0035

4330 SW Brace Point Drive, King County  
Parcel Number 248720-0050

King County Parcel Number 248720-  
1365

King County Parcel Number 248820-  
0530

King County Parcel Number 248820-  
0525

King County Parcel Number 248820-  
0520

King County Parcel Number 248820-  
0515

King County Parcel Number 248820-  
0505

King County Parcel Number 248820-  
0500

King County Parcel Number 248820-  
0495

King County Parcel Number 248820-  
0490

The proposed ordinance will be presented to the **Parks, Public Utilities & Technology Committee**, which starts at 2 PM on September 10th at Seattle City Hall, Council Chambers. The approval of the proposed legislation by the committee will result in a Bill being sent to be heard by the full City Council final action and potential adoption as an Ordinance. You may attend the meeting, where if desired you can sign up to make comments on the proposed legislation. You can also access the meeting by calling the Council Chamber Listen Line at 206-684-8566 or accessing Seattle Council live weblink (<http://www.seattle.gov/council/councillive.htm>)

All persons claiming an interest in the property may appear and be heard on the date and time identified before adoption of the Council Bill. All sessions are open to the public.

#### For further information contact:

Bryan Solemsaas

SPU Real Property Services

[Bryan.Solemsaas@seattle.gov](mailto:Bryan.Solemsaas@seattle.gov)

Voice: 206-684-5971

Fax: 206-615-1215

Dates of publication in the Seattle Daily Journal of Commerce, August 25, September 2, 2025.

**9/2(441694)**

# The Seattle Times

## **AFFIDAVIT OF PUBLICATION**

Bryan Solemsaas  
Seattle Public Utilities  
700 5th Ave Ste 4900  
Seattle WA 98104

### **STATE OF WASHINGTON, COUNTIES OF KING AND SNOHOMISH**

The undersigned, on oath states that he/she is an authorized representative of The Seattle Times Company, publisher of The Seattle Times of general circulation published daily in King and Snohomish Counties, State of Washington. The Seattle Times has been approved as a legal newspaper by orders of the Superior Court of King and Snohomish Counties.

The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

08/25/2025, 09/01/2025

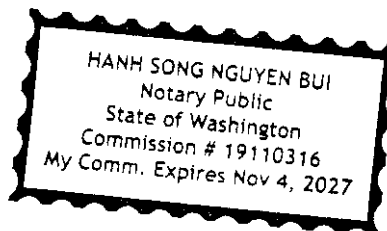
Agent Frankie Flight Signature Frankie Flight

Subscribed and sworn to before me on 9/2/25

Hanh Bui Hanh Bui

(Notary Signature) Notary Public in and for the State of Washington, residing at Seattle

Publication Cost: \$1821.60  
Order No: 102033  
Customer No: 12417  
PO #:



City of Seattle  
SEATTLE PUBLIC UTILITIES  
DEPARTMENT

Notice of Final Action by the Seattle City Council authorizing the acquisition of temporary and permanent easements by negotiation and/or eminent domain (condemnation).

Publication Cost: \$1821.60  
Order No: 102033  
Customer No: 12417  
PO #:

Property locations:

4500 SW Wildwood PL, King County  
Parcel Number 248720-1221  
4518 SW Wildwood PL, King County  
Parcel Number 248720-1215  
4604 SW Wildwood PL, King County  
Parcel Number 248720-1210  
9165 45th Ave SW, King County Parcel  
Number 248550-0000  
9144 45th Ave SW, King County Parcel  
Number 248820-0480  
9212 45th Ave SW, King County Parcel  
Number 234670-0000  
9131 California Ave SW, King County  
Parcel Number 352403-9040  
4402 SW Brace Point Drive, King  
County Parcel Number 248720-0035  
4330 SW Brace Point Drive, King  
County Parcel Number 248720-0050  
King County Parcel Number 248720-1365  
King County Parcel Number 248820-0530  
King County Parcel Number 248820-0525  
King County Parcel Number 248820-0520  
King County Parcel Number 248820-0515  
King County Parcel Number 248820-0505  
King County Parcel Number 248820-0500  
King County Parcel Number 248820-0495  
King County Parcel Number 248820-0490

The proposed ordinance will be presented to the **Parks, Public Utilities & Technology Committee**, which starts at 2 PM on September 10th at Seattle City Hall, Council Chambers. The approval of the proposed legislation by the committee will result in a Bill being sent to be heard by the full City Council final action and potential adoption as an Ordinance. You may attend the meeting, where if desired you can sign up to make comments on the proposed legislation. You can also access the meeting by calling the Council Chamber Listen Line at 206-684-8566 or accessing Seattle Council live weblink (<http://www.seattle.gov/council/councillive.htm>)

All persons claiming an interest in the property may appear and be heard on the date and time identified before adoption of the Council Bill. All sessions are open to the public.

For further information contact:  
Bryan Solemsaas  
SPU Real Property Services  
Bryan.Solemsaas@seattle.gov  
Voice: 206-684-5971  
Fax: 206-615-1215





August 25, 2025

King County Courthouse  
Attn: KCC - Auditor  
516 3<sup>rd</sup> Ave, Room 1033  
Seattle, WA, 98104

**THIS IS NOTICE OF PROPERTY OWNED BY SEATTLE PUBLIC SCHOOLS FACING  
POSSIBLE CONDEMNATION**

**Notice of Seattle City Council Final Action to Adopt an Ordinance Authorizing Condemnation  
(Eminent Domain) of real property located at Parcel Number 248820-0525 located in Seattle, WA in  
the City of Seattle, Washington.**

Dear King County Auditor,

The purpose of this Notice is to inform you that the City of Seattle City Council is expected to vote on an ordinance, which, if approved, will authorize the acquisition of a temporary easement on your real property, identified as King County Parcel Number 248820-0525, located in the City of Seattle, Washington, and legally described in the attached EXHIBIT to this letter. A copy of the proposed ordinance is enclosed for your information.

This ordinance, if adopted, will contain authorization for the City to acquire the temporary easement through negotiation or, if necessary, condemnation, as part of the Seattle Public Utilities 45<sup>th</sup> Ave SW Culvert project.

You are identified by the tax rolls of King County as an owner of record whose property may be affected by this legislation. The City is required by RCW 8.25.290 to provide each property owner of record for each property potentially affected by the ordinance with formal written notice 15 days before the City takes final action authorizing condemnation of property. The time, date, and place of the final action on the ordinance are described below.

The proposed ordinance will be presented to the Parks, Public Utilities & Technology Committee, which starts at 2 PM on September 10<sup>th</sup> at City Hall, Council Chambers. The approval of the proposed legislation by the committee will result in a Bill being sent to be heard by the full City Council final action and potential adoption as an Ordinance. You may attend the meeting, where if desired you can sign up to make comments on the proposed legislation. You can also access the meeting by calling the Council Chamber Listen Line at 206-684-8566 or accessing Seattle Council live weblink (<http://www.seattle.gov/council/councillive.htm>)

For further information contact:

Bryan Solemsaas  
SPU Real Property Services  
[Bryan.Solemsaas@seattle.gov](mailto:Bryan.Solemsaas@seattle.gov)  
Desk: 206-684-5971  
Fax: 206-615-1215

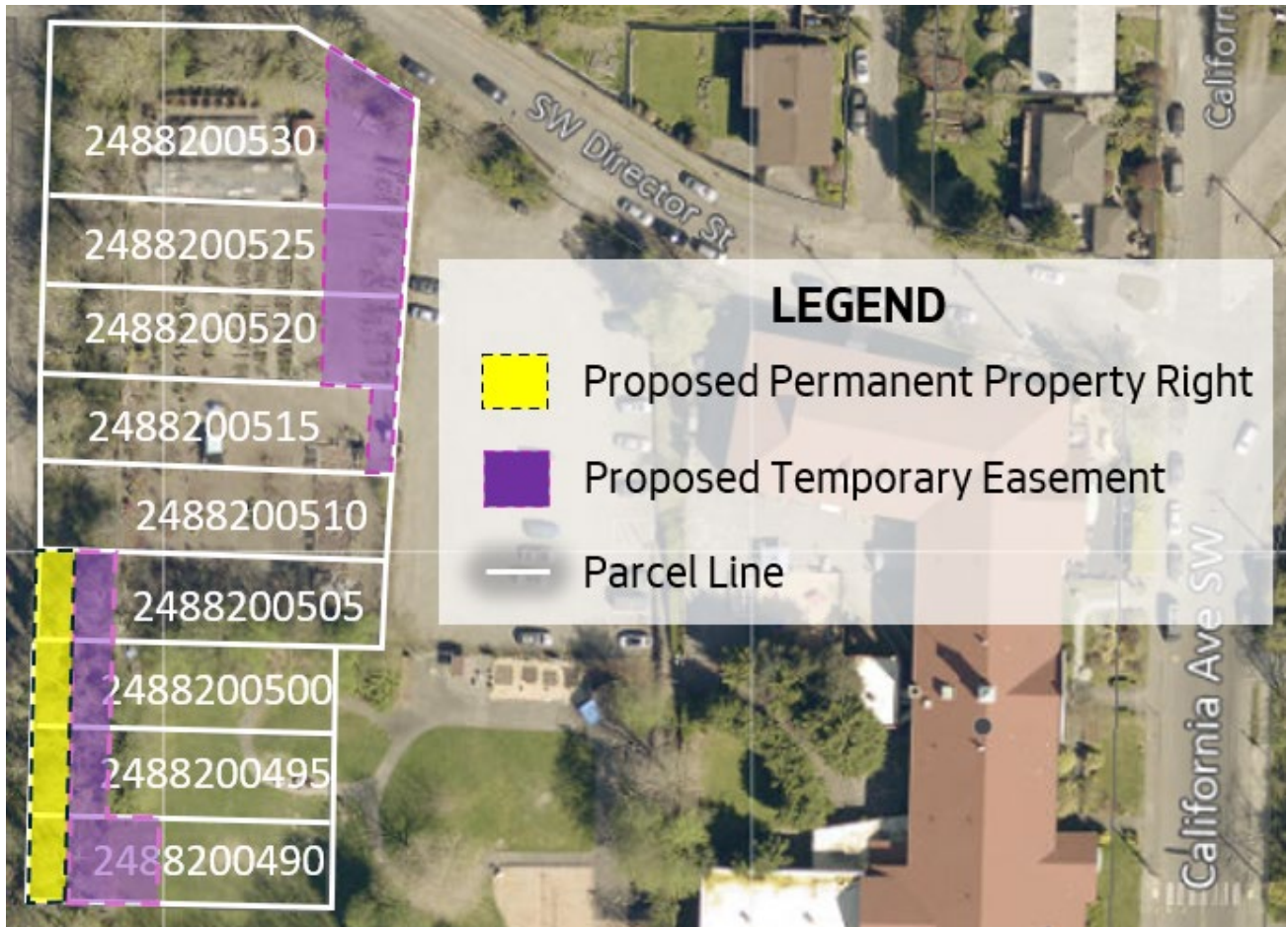
Sincerely.

## **EXHIBIT A**

### **TEMPORARY EASEMENT DESCRIPTION**

FOR THAT PORTION OF LOT "C" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439  
THAT PORTION OF LOT "C" OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3010439, RECORDED  
FEBRUARY 26, 2010 UNDER RECORDING NO. 20100226900001 IN KING COUNTY, WASHINGTON.  
DESCRIBED AS FOLLOWS,

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT "C" THENCE NORTH 87°42'42" WEST  
ALONG THE NORTHERLY BOUNDARY OF SAID LOT 45.52 FEET; THENCE LEAVING SAID BOUNDARY  
SOUTH 3°49'56" WEST 40.02 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT; THENCE ALONG  
SAID BOUNDARY SOUTH 87°42'42" EAST 45.44 FEET TO THE EASTERLY BOUNDARY OF SAID LOT;  
THENCE ALONG SAID BOUNDARY NORTH 3°57'17" EAST 40.02 FEET TO THE POINT OF BEGINNING.  
SITUATED IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.  
CONTAINING 1819 SQ. FT., MORE OR LESS



### **CONDEMNATION LETTERS**

	<b>DATE</b>	<b>NAME/ADDRESS</b>	<b>TRACKING NUMBER</b>
1	Aug. 25/2025	Endolyne Apartments LLC 2143 N. Northlake Way, Suite #C-1 Seattle, WA, 98103	9589 0710 5270 1764 9192 15
2	Aug. 25/2025	Fauntlee Woods Owners Association 9165 45 <sup>th</sup> Ave SW Seattle, WA, 98136	9589 0710 5270 1791 2438 40
3	Aug. 25/2025	Alan and Adrienne Craig 9329 California Ave SW Seattle, WA, 98136	9589 0710 5270 1791 2438 57
4	Aug. 25/2025	Downing Alpine Chalet Apartments, LLC P.O. Box 1448 Edmonds, WA, 98020	9589 0710 5270 1791 2438 64
5	Aug. 25/2025	King County Courthouse Attn: KCC - Auditor 516 3 <sup>rd</sup> Ave, Room 1033 Seattle, WA, 98104	9589 0710 5270 1791 2407 64
6	Aug. 25/2025	King County Courthouse Attn: KCC - Auditor 516 3 <sup>rd</sup> Ave, Room 1033 Seattle, WA, 98104	9589 0710 5270 1791 2407 71
7	Aug. 25/2025	Fauntleroy Community Service Agency Attn: Adrienne Krefft 9131 California Ave SW Seattle, WA, 98136	9589 0710 5270 1791 2445 02
8	Aug. 25/2025	Aaron Janus 4402 SW Brace Point Drive Seattle, WA, 98136	9589 0710 5270 1791 2445 19
9	Aug. 25/2025	King County Courthouse Attn: KCC - Auditor 516 3 <sup>rd</sup> Ave, Room 1033 Seattle, WA, 98104	9589 0710 5270 1791 2407 88
10	Aug. 25/2025	King County Courthouse Attn: KCC - Auditor 516 3 <sup>rd</sup> Ave, Room 1033	9589 0710 5270 1791 2407 95

		Seattle, WA, 98104	
11	Aug. 25/2025	King County Courthouse Attn: KCC - Auditor 516 3 <sup>rd</sup> Ave, Room 1033 Seattle, WA, 98104	9589 0710 5270 1791 2438 71
12	Aug. 25/2025	King County Courthouse Attn: KCC - Auditor 516 3 <sup>rd</sup> Ave, Room 1033 Seattle, WA, 98104	9589 0710 5270 1791 2444 96
13	Aug. 25/2025	Kristopher R. Pattison & Danielle D. Laing 4604 SW Wildwood PL Seattle, WA, 98136	9589 0710 5270 0703 6456 42
14	Aug. 25/2025	King County Courthouse Attn: KCC - Auditor 516 3 <sup>rd</sup> Ave, Room 1033 Seattle, WA, 98104	9589 0710 5270 0703 6456 59
15	Aug. 25/2025	King County Courthouse Attn: KCC - Auditor 516 3 <sup>rd</sup> Ave, Room 1033 Seattle, WA, 98104	9589 0710 5270 0703 6456 66
16	Aug. 25/2025	Carolyn R. Messier and Tom Humphreys 4518 SW Wildwood PL Seattle, WA, 98136	9589 0710 5270 0703 6456 73
17	Aug. 25/2025	Seattle Public Schools MS 23-365 P.O. Box 34165 Seattle, WA, 98124	9589 0710 5270 0703 6457 10
18	Aug. 25/2025	Seattle Public Schools MS 23-365 P.O. Box 34165 Seattle, WA, 98124	9589 0710 5270 0703 6457 27
19	Aug. 25/2025	Seattle Housing Authority 101 Elliott Ave W., Suite 100 P.O. Box 78015 Seattle, WA, 98119	9589 0710 5270 0703 6456 97

20	Aug. 25/2025	Duncan R. Sharp and Judith M. Sharp 4412 SW Wildwood PL Seattle, WA, 98136	9589 0710 5270 0703 6457 03
21	Aug. 25/2025	Seattle Public Schools MS 23-365 P.O. Box 34165 Seattle, WA, 98124	9589 0710 5270 1764 9197 96
22	Aug. 25/2025	Seattle Public Schools MS 23-365 P.O. Box 34165 Seattle, WA, 98124	9589 0710 5270 1764 9198 02
23	Aug. 25/2025	Seattle Public Schools MS 23-365 P.O. Box 34165 Seattle, WA, 98124	9589 0710 5270 1764 9198 19
24	Aug. 25/2025	Seattle Public Schools MS 23-365 P.O. Box 34165 Seattle, WA, 98124	9589 0710 5270 1764 9198 26
25	Aug. 25/2025	Seattle Public Schools MS 23-365 P.O. Box 34165 Seattle, WA, 98124	9589 0710 5270 1764 9198 26
26	Aug. 25/2025	Seattle Public Schools MS 23-365 P.O. Box 34165 Seattle, WA, 98124	9589 0710 5270 1764 9198 33



## Legislation Text

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**File #:** CB 121023, **Version:** 1

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### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to railroad franchises; amending Sections 1 and 3 of Ordinances 126969 and 126970 to correct an error in the name of a franchisee.

WHEREAS, Ordinances 126969 and 126970 amended descriptions of railroad franchises held in and around

Whatcom Yard; and

WHEREAS, Burlington Northern Railroad Holdings, Inc., was described as one of the two owners of the

franchise rights at issue in the two ordinances; and

WHEREAS, Burlington Northern Railroad Holdings, Inc. is referred to in the rest of the ordinances as BNSF;

and

WHEREAS, Burlington Northern Railroad Holdings, Inc. is one of several “Consolidated Subsidiaries” of

BNSF Railway Company; and

WHEREAS, BNSF Railway Company is the owner of the franchise rights rather than any of its subsidiaries,

and the City’s granting of those rights should be amended to list the correct owner; NOW,

THEREFORE,

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

Section 1. Section 1 of Ordinance 126969 is amended as follows:

Section 1. The City Council finds and declares that Union Pacific Railroad Company, a Foreign ((Profit)) Corporation (Union Pacific), and ((Burlington Northern Railroad Holdings, Inc.)) BNSF Railway Company (BNSF), a ((Foreign Profit)) Delaware Corporation, are the current owners of the

railroad franchise rights at Whatcom Yard and the adjoining areas. Both companies have rights to operate trains along East Marginal Way and within Whatcom Yard.

Section 2. Section 3 of Ordinance 126969 is amended as follows:

Section 3. In order to claim the benefits of this ordinance and to acquire the rights, privileges and authorities hereby granted, Union Pacific and BNSF, on behalf of itself, its successors and assigns, shall ~~((within six (6) months after the effective date of this ordinance))~~ by August 31, 2025, file in the office of the City Clerk written acceptance of the ordinance, duly certified and attested to by its Secretary, under its corporate Seal; or a resolution adopted by its Board of Directors or by the Executive Committee, or Finance Committee of said Board, thereunto duly authorized, accepting the benefits of this ordinance and the rights, privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications, and requirements herein expressed.

Section 3. Section 1 of Ordinance 126970 is amended as follows:

Section 1. The City Council finds and declares that Union Pacific Railroad Company, a Foreign ~~((Profit))~~ Corporation (Union Pacific), and ~~((Burlington Northern Railroad Holdings, Inc., a Foreign Profit Corporation))~~ BNSF Railway Company, a ~~((Foreign Profit))~~ Delaware Corporation (BNSF), are the current owners of the railroad franchise rights at Whatcom Yard and the adjoining areas. Both companies have rights to and are authorized by this ordinance to own the tracks of standard gauge railway, to lay down, construct, maintain, and operate trains along East Marginal Way and within Whatcom Yard.

Section 4. Section 3 of Ordinance 126970 is amended as follows:

Section 3. In order to claim the benefits of this ordinance and to acquire the rights, privileges and authorities hereby granted, Union Pacific and BNSF, on behalf of itself, its successors and assigns, shall ~~((within six (6) months after the effective date of this ordinance))~~ by August 31, 2025, file in the office of the City Clerk written acceptance of the ordinance, duly certified and attested to by its



Secretary, under its corporate Seal; or a resolution adopted by its Board of Directors or by the Executive Committee, or Finance Committee of said Board, thereunto duly authorized, accepting the benefits of this ordinance and the rights, privileges and authorities hereby granted, subject to all the conditions, restrictions, specifications and requirements herein expressed.

Section 5. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
SDOT	Bill LaBorde	Aaron Blumenthal

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to railroad franchises; amending Sections 1 and 3 of Ordinances 126969 and 126970 to correct an error in the name of a franchisee.

**Summary and Background of the Legislation:** In December 2023, Council passed two ordinances, Ordinances 126969 and 126970, which amended the legal descriptions of railroad franchises held in and around Whatcom Yard by Burlington Northern Sante Fe Railroad (BNSF) and the Chicago, Milwaukee and St Paul Railway. Whatcom Yard is located along E Marginal Way in the blocks to the north and south of Hanford St. The 2023 legislation was necessary to reflect historic removal of tracks by the railroads, along with designation of future track locations in Whatcom Yard in advance of construction commencing on the North Segment of the E Marginal Corridor Improvement Project in early 2024. Since passage of these Council Bills in 2023, BNSF has informed SDOT that the bill should have read “BNSF Railway Company (BNSF), a Delaware Corporation” rather than “Burlington Northern Railroad Holdings, Inc,” as stated in Ordinance 126969. This legislation would correct the ordinance to reflect the proper “consolidated subsidiary” of BNSF.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

#### **3.d. Other Impacts**

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

No, it simply corrects the name of the subsidiary entity that holds the railroad franchise rights on behalf of BNSF.

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

N/A

**Please describe any financial costs or other impacts of *not* implementing the legislation.**  
This legislation will need to be adopted and in effect to certify the reconfigured right-of-way with WSDOT once the Northern Segment of the E Marginal Corridor Improvement Project, which is scheduled for completion in early 2026.

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

#### 4. OTHER IMPLICATIONS

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

No

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

No

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

Yes, it would correct the legal designation of the subsidiary that holds the franchise right on behalf of BNSF at Whatcom Yard in SODO.

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

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

N/A

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

N/A

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

N/A

**e. Climate Change Implications**

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

N/A

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

N/A

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

N/A

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

No

## 5. ATTACHMENTS

**Summary Attachments:** None.



## Legislation Text

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**File #:** CB 121040, **Version:** 2

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### CITY OF SEATTLE

### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to new vehicle types and curb allowances for e-cargo bicycle delivery; establishing a new vehicle type for e-cargo bikes; establishing rules for operations, parking, and loading for e-cargo bicycle delivery; clarifying new curb allowances for e-cargo bike delivery; and adding new Sections 11.23.430 and 11.44.300 to, and amending Sections 11.14.055, 11.23.120, 11.31.121, and 11.76.015 of, the Seattle Municipal Code.

WHEREAS, in 2021, the City Council adopted Ordinance 126517, which integrated vehicle definitions for bicycles and electric-assisted bicycles, distinguishing the two types as independent operating use cases and specifying vehicle requirements, and clarified bicycle rules when riding on roadways; and

WHEREAS, the Seattle Department of Transportation, in partnership with the Office of Sustainability and Environment, Seattle City Light, and other departments is focused on addressing the climate crisis through the Transportation Electrification Blueprint and 2022 and 2025 Climate Executive Orders, including working with private-sector partners and others to explore ways to incentivize zero-emissions freight options at the curb, including support for new e-cargo bike freight delivery programs; and

WHEREAS, the Seattle Department of Transportation recently completed a Zero Emission Freight Project with C40, a global network of mayors working to confront the climate crisis, demonstrating community interest in e-cargo bike programming from businesses and freight partners and proven success in other municipalities; and

WHEREAS, Seattle Municipal Code Title 11 does not include a designated bicycle type for the delivery of goods and services, though delivery activity via bicycle and electric-assisted bicycle is rapidly growing in Seattle and there is a need to clarify approved standards for electric-cargo bicycles and outline rules

of operation to ensure safety of riders and other users of the public right of way; NOW, THEREFORE,  
**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. Section 11.14.055 of the Seattle Municipal Code, last amended by Ordinance 126517, is amended as follows:

**11.14.055 Bicycle and electric-assisted bicycle**

A. "Bicycle" means every device propelled solely by human power, or an electric-assisted bicycle, upon which a person or persons may ride, having two tandem wheels either of which is 16 inches or more in diameter, or three wheels, any one of which is 20 inches or more in diameter.

B. "Electric-assisted bicycle" means a bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle's electric motor shall have a power output of no more than 750 watts. The electric-assisted bicycle must meet the requirements of one of the following ~~((three))~~ four classifications:

1. "Class 1 electric-assisted bicycle" means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour;

2. "Class 2 electric-assisted bicycle" means an electric-assisted bicycle in which the motor may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour; ~~((or))~~

3. "Class 3 electric-assisted bicycle" means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour and is equipped with a speedometer~~((-))~~ ; or

4. "Electric-assisted commercial cargo bicycle" (e-cargo bicycle or e-cargo bike) means an electric-assisted bicycle with fully operable pedals and an electric motor with a maximum continuous rated power of less than or equal to 750 watts, designed for the distribution of commercial freight, goods, parcels,

food, or services, and that has two, three, or four wheels.

Section 2. A new Section 11.23.430 is added to the Seattle Municipal Code as follows:

**11.23.430 E-cargo bicycle permit requirements and fees**

A. To operate a permitted e-cargo bicycle on City rights-of-way and lawfully utilize the portions of the right of way specified in subsection 11.44.300.A not otherwise allowed by unpermitted e-cargo bicycles, the permittee shall meet the requirements in this subsection 11.23.430.A and comply with the terms in this Section 11.23.430.

1. The applicant shall obtain a commercial e-cargo bicycle permit for each e-cargo bicycle and pay any associated fees to the Seattle Department of Transportation.
2. Permitted e-cargo bicycles may be no wider than 48 inches.
3. Permitted e-cargo bicycles must comply with the manufacturer's weight rating specifications.
4. Each permitted e-cargo bicycle shall display a unique identification number up to six digits, generated by the Seattle Department of Transportation when permit applications are processed. The number will be associated with the operating business and the unique number for each permitted bicycle. If the e-cargo bicycle includes a trailer, the unique identification number shall be affixed to the back of the trailer.
5. The permittee shall comply with the terms of the commercial e-cargo bicycle permit.
6. When using on-street parking within City rights-of-way as referenced in Section 11.44.300, the permittee shall comply with all applicable federal, state, county, and City laws and regulations.

B. The permittee must possess a valid City of Seattle business license to acquire a commercial e-cargo bicycle permit, except if not required by ordinance. The permittee is required to provide data surrounding number of packages delivered by cargo bike, vehicle miles traveled by cargo bike, and operating ZIP codes.

C. The Director of Transportation may administer a system for issuing commercial e-cargo bicycle permits and collecting fees. This system may include consideration of potential effects on existing curb space loading, vehicle and bicycle traffic usage and safety effects on neighborhood business districts, program



participation, and other considerations that may affect the public's use of the right-of-way and travel behavior.

D. The Director of Transportation may deny issuance of subsequent permits to a permittee for noncompliance with any permit condition.

E. E-cargo bicycles shall not park in the following zones or areas:

1. Zones designated as bus zones;
2. Car share vehicle zones;
3. Commercial vehicle load zones;
4. Pedestrian zones;
5. Roadway construction zones;
6. School loading zones;
7. Taxicab, pedicab, and other for-hire car stands;
8. Tow-away zones;
9. Truck load zones;
10. Passenger load zones
11. Vending zones;
12. Parking areas adjacent to Temporary No Parking Zones;
13. Zones temporarily restricted from parking by legally marked and placed temporary traffic

control devices; and

14. Any other zone prohibited by the Traffic Engineer.

F. E-cargo bicycles shall not park in a parking space or stall reserved for a person with a disability.

G. The Director of Transportation may establish permit conditions and limitations to address neighborhood impacts, business district impacts, equitable access, peak right-of-way usage, operator liability insurance, or other considerations that may affect the public's use of the public right-of-way.

H. An e-cargo bicycle permit shall be valid for one calendar year, and permits are nontransferable

between bikes. Seattle Department of Transportation permitting fees shall be waived for commercial e-cargo bicycle permits for the first 12 months of the active program. Following the first 12 months, the Director of Transportation shall collect a fee to be deposited into the Transportation Fund and established annually by a fee schedule for each permit issued to an applicant.

Section 3. Section 11.23.120 of the Seattle Municipal Code, last amended by Ordinance 127102, is amended as follows:

### **11.23.120 Truck and parking permit fees**

The fees to be collected annually by the Seattle Department of Transportation for trucking and parking permits are as follows:

Type of Permit	Fee
Commercial E-cargo Bicycle Permit	\$100 per bike
* * *	

Section 4. Section 11.31.121 of the Seattle Municipal Code, last amended by Ordinance 127213, is amended as follows:

### **11.31.121 Monetary penalties-Parking infractions**

The base monetary penalty for violation of each of the numbered provisions of the Seattle Municipal Code listed in the following table is as shown, unless and until the penalty shown below for a particular parking infraction is modified by Local Rule of the Seattle Municipal Court adopted pursuant to the Infraction Rules for Courts of Limited Jurisdiction (“IRLJ”) or successor rules to the IRLJ:

Municipal Code Reference	Parking infraction short description	Base penalty amount
* * *		
11.23.415	CARPOOL PERMIT	\$69
<u>11.23.430</u>	<u>E-CARGO BICYCLE</u>	<u>\$69</u>
	* * *	

Section 5. A new Section 11.44.300 is added to the Seattle Municipal Code as follows:

**11.44.300 E-cargo bicycle regulations**

A. E-cargo bicycles may park at the curb in load/unload zones, paid parking areas, restricted parking zones, time limited parking areas, any unrestricted parking areas (subject otherwise to the parking restrictions listed in Section 11.23.430), on-street bike corrals, or spaces signed to allow e-cargo bike parking, and shall be permitted by the Director of Transportation to use the parking zones listed in this subsection 11.44.300.A. E-cargo bicycles are not subject to payment at parking payment devices in listed zones as long as permits are properly displayed.

B. E-cargo bicycle riding on the sidewalk is unlawful unless there is no alternative to travel over a sidewalk as part of a bicycle or pedestrian path.

C. E-cargo bicycles may travel in the roadway and protected bicycle lanes at a maximum speed of 15 miles per hour. The motor must not assist pedaling above 15 miles per hour.

D. E-cargo bicycles may park in the furniture zone of the sidewalk if no viable permitted on-street parking space is available.

E. E-cargo bicycles are subject to all other electric-assisted bicycle rules in this Chapter 11.44.

Section 6. Section 11.76.015 of the Seattle Municipal Code, last amended by Ordinance 126399, is amended as follows:

**11.76.015 Parking violations on blockfaces, or portions thereof, requiring payment to park**

A. No person shall stop, stand, or permit a vehicle within the person's control to be parked on any blockface, or portions thereof, controlled by pay-to-park signage without properly making payment for parking under Section 11.76.005.

B. The prohibitions in this Section 11.76.015 shall not apply to:

1. The act of parking;

2. The necessary time required to activate the time on a parking payment device;

3. As indicated by signposting, the parking of a vehicle in a restricted parking zone in accordance with Section 11.16.315, or of certified carpool vehicles in accordance with Section 11.23.410, or of free-floating car sharing vehicles in accordance with Section 11.23.160, or of permitted e-cargo bicycles in accordance with Section 11.44.300.

\* \* \*

Section 7. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

## SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
SDOT	Katherine Rice	Aaron Blumenthal

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to new vehicle types and curb allowances for e-cargo bicycle delivery; establishing a new vehicle type for e-cargo bikes; establishing rules for operations, parking, and loading for e-cargo bicycle delivery; clarifying new curb allowances for e-cargo bike delivery; and adding new Sections 11.23.430 and 11.44.300 to, and amending Sections 11.14.055, 11.23.120, 11.31.121, and 11.76.015 of, the Seattle Municipal Code.

**Summary and Background of the Legislation:** The Seattle Department of Transportation (SDOT), in partnership with the Office of Sustainability and Environment, Seattle City Light, and other departments is focused on addressing the climate crisis through the Transportation Electrification Blueprint and 2022 and 2025 Climate Executive Orders, working with private-sector partners and others to explore ways to incentivize zero-emissions freight options at the curb, including support for new e-cargo bike freight delivery. SDOT recently completed a Zero Emission Freight Project with C40, a global network of mayors (including Seattle's) working to confront the climate crisis, demonstrating community interest in e-cargo bike programming from businesses and freight partners and proven success in other municipalities. The Seattle Municipal Code does not currently include a designated bicycle type for the delivery of commercial goods and services, though delivery activity via bicycle and electric-assisted bicycle is growing in Seattle and there is a need to clarify approved standards for commercial electric-cargo bicycles and outline rules of operation to ensure safety of riders and other drivers.

### 2. CAPITAL IMPROVEMENT PROGRAM

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

### 3. SUMMARY OF FINANCIAL IMPLICATIONS

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

Expenditure Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.

Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	-	\$20,000	\$30,000	\$50,000	\$50,000

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

### 3.a. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number	2025 Appropriation Change	2026 Estimated Appropriation Change
Transportation Fund (Fund 13000)	SDOT	Mobility Operations/BO-TR- 17003	-	-
<b>TOTAL</b>			-	-

**Appropriations Notes:** No permit fee will be charged for the first six months of the program to operate commercial e-cargo bikes. This is in part due to the time it will take to get the permit system established. We estimate in the first year (2025/2026) that around 100 bikes are expected to be permitted in the program, based on a per bike permit allotment and interest from local businesses. By 2027, we are estimating growth to 200 bikes, 300 bikes by 2028, and 500 by 2030 and out years. This seems a cautious growth pattern compared to other cities. We expect the program to grow year by year, as more businesses are engaged and join the program.

### 3.b. Revenues/Reimbursements

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

**Anticipated Revenue/Reimbursement Resulting from This Legislation:** Future permit revenue anticipated to be directed to SDOT.

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
Transportation Fund (Fund 13000)	SDOT	TBD	-	-
<b>TOTAL</b>			-	-

### 3.d. Other Impacts

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

None.

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

This legislation does not propose to change SDOT appropriations amounts. The relatively minimal first year costs will be absorbed by SDOT within its existing budget authority in the Transportation Fund Mobility Operations Budget Control Level, prior to permit fee revenue generation that would be available to cover program costs.

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

Not implementing this legislation could slow Seattle's ability to meet its climate goal of 30% zero emissions delivery by 2030, by limiting the effective use of one of the potential tools identified in the C40 report to help transition urban goods delivery to zero emissions. This legislation makes more efficient the mechanism for cargo bikes to legally park in curb spaces in downtown and other dense business districts. This legislation, with commercial e-bikes potentially using paid parking spaces, is anticipated to have minimal impact on paid parking revenues given the bikes' size and maneuverability to fit amongst motor vehicles, in addition to their very short duration at the curb per trip to pick up or drop off deliveries.

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

This legislation supports city climate goals shared by the Office of Sustainability and Environment (OSE) and Seattle City Light (SCL). Successful implementation of this legislation will allow for further expansion of zero emission transportation options, creating new programmatic opportunities for SDOT, OSE, and SCL and support our business and freight community in the transition to zero emission delivery.

### 4. OTHER IMPLICATIONS

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

No

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

No

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

No



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

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

This legislation allows for commercial e-cargo bikes to deliver food and other goods/services to residential areas and between businesses. This legislation does not impact vulnerable or historically disadvantaged communities, and SDOT plans to provide outreach and educational materials to small and medium-sized businesses interested in switching to zero emission options for delivery.

For general public communications, SDOT will work with our Communications staff and the Office of Economic Development to ensure we are reaching broadly to business communities around the city. Outreach materials will be translated into multiple languages as outreach plans require.

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

This program has the potential to positively impact disadvantaged communities, in assisting BIPOC and low-income residents with more options for delivery transportation that are zero emission. Also, as most freight delivery pathways pass through our Justice 40 communities, moving more freight to zero emission modes may improve air quality and lower pollution in adjacent communities.

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

We follow SDOT Communication rules and approach for community outreach and engagement.

**e. Climate Change Implications**

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

This legislation is intended to decrease carbon emissions from freight transportation to the extent that bicycle trips replace internal combustion engine powered vehicles, according to our recently completed [Zero Emission Freight Grant Project](#).

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

This legislation will help increase Seattle's resiliency to climate change by expanding zero emission delivery options for freight partners and businesses.

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

This legislation will support a new permit in SDOT for commercial e-cargo bikes, by permitting e-cargo bike usage and parking at the curb, as well as instituting a business liaison approach to ensure our freight partners and local businesses are supported in the transition to zero emission delivery. The goals of the commercial e-cargo bike program include:

- Support City strategic plans and decarbonization goals, including the Transportation Electrification Blueprint (TEB), 2022 Climate Executive Order, Freight Master Plan, Seattle Transportation Plan, and Curbside Management Climate Plan.
- Build lasting partnerships with the Seattle business community, including both large freight entities and small and medium-sized businesses.
- Reduce emissions from freight activity and contribute to TEB goal of 30% zero emission delivery by 2030.

Provide education and training on delivery options that encourage businesses to ‘right size and then electrify’ fleet resources.

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

No.

## 5. ATTACHMENTS

**Summary Attachments:** None.



## Legislation Text

**File #:** CB 121058, **Version:** 1

### CITY OF SEATTLE

#### ORDINANCE \_\_\_\_\_

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

AN ORDINANCE relating to the Seattle Department of Transportation; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); renaming the Council District Fund CIP project to the District Project Fund CIP project; and lifting a proviso.

WHEREAS, in Ordinance 127156, adopting the 2025 Budget, the City Council established a new Council

District Fund and imposed a proviso prohibiting spending until authorized by future Council action; and

WHEREAS, the City Council is considering legislation to establish the operating principles and expectation of

the Council District Fund by resolution; and

WHEREAS, the City Council intends to lift the proviso on spending for the Council District Fund; and

WHEREAS, the City Council intends to rename the Council District Fund to the District Project Fund; NOW,

THEREFORE,

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

Section 1. The restrictions imposed by the following budget proviso are removed and they are no longer restrictions for any purpose, including those set forth in subsection 1.B of Ordinance 127156:

Item	Department	Council Budget Action	Proviso	Fund
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1.1	Seattle Department of Transportation	SDOT-003-A	"In addition to the restrictions imposed in Section 4(c) of the ordinance adopting a 2025 budget and any other restrictions imposed by law, none of the money appropriated in the 2025 budget for the Seattle Department of Transportation for the Council District Fund project, Project ID MC-TR-C155, in the 2025-2030 Capital Improvement Program may be spent until authorized by future Council action."	Transportation Fund (13000) and Transportation Levy Fund (10399)
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Section 2. The Council District Fund (MC-TR-C155) project in the Seattle Department of Transportation is amended, as shown in Attachment A to this ordinance, to rename the project to the District Project Fund.

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Bruce A. Harrell, Mayor

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

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

(Seal)

Attachments:

Attachment A - District Project Fund (MC-TR-C155) CIP Page

Council District Fund District Project Fund

Project No:	MC-TR-C155	BSL Code:	BC-TR-19003
Project Type:	Ongoing	BSL Name:	Mobility-Capital
Project Category:	Improved Facility	Location:	Citywide
Current Project Stage:	N/A	Council District:	Multiple
Start/End Date:	N/A	Neighborhood District:	Multiple
Total Project Cost:	N/A	Urban Village:	Multiple

This program implements neighborhood-scale traffic safety improvements and other district transportation priorities at the direction of the City Council.

Resources	LTD Actuals	2024 Revised	2025	2026	2027	2028	2029	2030	Total
Street Use Fees	-	-	4,941	4,970	-	-	-	-	9,911
Transportation Funding Package - Lid Lift	-	-	2,038	2,038	-	-	-	-	4,076
Total:	-	-	6,979	7,008	-	-	-	-	13,987

Fund Appropriations / Allocations *	LTD Actuals	2024 Revised	2025	2026	2027	2028	2029	2030	Total
Transportation Levy Fund	-	-	2,038	2,038	-	-	-	-	4,076
Transportation Fund	-	-	4,941	4,970	-	-	-	-	9,911
Total:	-	-	6,979	7,008	-	-	-	-	13,987

Unsecured Funding	LTD Actuals	2024 Revised	2025	2026	2027	2028	2029	2030	Total
To Be Determined	-	-	-	-	7,000	7,000	7,000	7,000	28,000
Total:	-	-	-	-	7,000	7,000	7,000	7,000	28,000

Unsecured Funding Strategy: To be determined.

**O&M Impacts:** SDOT has individual project budgets for the maintenance of painted markings, signage, signals, bridges and roadway structures, urban forestry, and sidewalks and pavement; these budgets are constrained by the availability of transportation specific and general funds. The SDOT Asset Management website (<https://www.seattle.gov/transportation/about-sdot/asset-management>) provides unconstrained operational cost forecasting by asset type, typical lifecycle and average maintenance cost ranges.

\* Funds are appropriated through the Adopted Budget at the Budget Summary Level. All Amounts shown above are in thousands of dollars

## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Legislative	Chow, x4-4652	n/a

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE relating to the Seattle Department of Transportation; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); renaming the Council District Fund CIP project to the District Project Fund CIP project; and lifting a proviso.

**Summary and Background of the Legislation:**

This legislation removes the spending proviso on the Seattle Department of Transportation's (SDOT's) Council District Fund CIP project established in the 2025 Adopted Budget. The legislation would also rename the Council District Fund to the District Project Fund. A revised CIP page is attached to the legislation.

The City Council is considering separate legislation to adopt procedures for the City Council and SDOT to implement the Council District Fund/District Project Fund.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

<b>Project Name:</b>	<b>Master Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Total Project Cost Through 2030:</b>

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

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

<b>Revenue Change (\$);</b>	<b>2025</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>	<b>2029 est.</b>
<b>General Fund</b>					

Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.

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

### 3.a. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number	2025 Appropriation Change	2026 Estimated Appropriation Change
TOTAL				

Appropriations Notes: None

### 3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
TOTAL				

Revenue/Reimbursement Notes: None

### 3.c. Positions

☐ This legislation adds, changes, or deletes positions.

Total Regular Positions Created, Modified, or Abrogated through This Legislation,  
Including FTE Impact:

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)



Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)
<b>TOTAL</b>							

\* List each position separately.

**Position Notes: None**

### 3.d. Other Impacts

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

This legislation authorizes SDOT to begin spending on this program.

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

This program will be managed by SDOT within the budget established by the Council.

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

The program budget was established in SDOT's CIP. If the program is not implemented, appropriations would automatically carryforward unless reallocated or abandoned by future Council action.

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

This legislation authorizes SDOT to implement this program.

### 4. OTHER IMPLICATIONS

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

No.

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

No.

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

No.

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

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

The program responds to district priorities identified by Councilmembers.

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

None.

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

None.

**e. Climate Change Implications**

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

No impact anticipated.

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

No impact anticipated.

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

This program is intended to meet Council district transportation priorities.

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

No.

**5. ATTACHMENTS**

**Summary Attachments:**

None.



## Legislation Text

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**File #:** Res 32179, **Version:** 1

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### CITY OF SEATTLE

### RESOLUTION \_\_\_\_\_

A RESOLUTION regarding the operation of a Council District Fund/District Project Fund as provided in the 2025 Adopted Budget and 2025-2030 Capital Improvement Program through Council Budget Action SDOT 003-A-1.

WHEREAS, the Mayor's initial proposal for the 2024 Transportation Levy included a District Project Fund to provide funds to address emergent safety concerns and requests; and

WHEREAS, the final language of the 2024 Transportation Levy (Ordinance 127053) as approved by voters did not include funding for a District Project Fund; and

WHEREAS, in the 2025 Adopted Budget (Ordinance 127156), the City Council established a Council District Fund for the purpose of funding neighborhood-scale traffic safety improvements and other district transportation priorities at the direction of the City Council; and

WHEREAS, the Council District Fund provides dedicated funding to address these transportation priorities as a budgeted program, rather than rely on earmarked funding in the annual budget process; and

WHEREAS, the 2025 Adopted Budget and 2026 Endorsed Budget identify a total of \$14 million (\$7 million in 2025 and \$7 million in 2026) for the Council District Fund; and

WHEREAS, Ordinance 127156 imposed a proviso prohibiting spending on the Council District Fund until authorized by future City Council action; and

WHEREAS, the City Council has worked with the Executive on a proposal to implement the program as described in this resolution; and

WHEREAS, the City Council is considering separate legislation to lift the proviso on the Council District Fund and to rename the Council District Fund to the District Project Fund; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR  
CONCURRING, THAT:**

Section 1. The following principles and expectations are established for the District Project Fund:

A. Program funding. Total program expenditures are intended to be equal between Council districts over the life of the program. Yearly program spending may vary based on project scale, project development cycles, construction delivery schedules, and other factors. Consistent with state law regarding budgeted capital project allocations, unspent program funding will be carried forward to support program spending in future years.

B. Project development costs. Project feasibility analysis is necessary to determine the scope and cost of the project proposals and inform whether the project should proceed to construction. The District Project Fund will cover project development costs, which may include but are not limited to traffic data collection, feasibility analysis, any required contracted services, and staff time necessary to assess, design and conduct outreach. The Seattle Department of Transportation (SDOT) will track development costs by Council district. If the project is constructed, the project development costs will be tracked with the project.

C. Project standards. Projects must adhere to standards, warrants, guidelines, and best practices, including the federally adopted Manual on Uniform Traffic Control Devices (MUTCD) warrants analysis, National Association of City Transportation Officials (NACTO) guidelines, and SDOT policies.

If a specific proposal is determined to be infeasible, not warranted under standardized warrant criteria, or has a higher than anticipated cost, SDOT engineers will strive to provide an alternate solution to address the related constituent concerns.

D. Project delivery method. SDOT will strive to deliver projects utilizing SDOT crews (within Washington State limits for public works contracting) in order to minimize cost and manage timelines for project delivery.

E. Project timing. Project construction is anticipated within one to two years after projects are identified by District-elected Councilmembers, and may be influenced by project complexity, materials or resource

availability, weather conditions, or other factors. For simple projects that respond to safety concerns and do not require significant feasibility analysis, SDOT will strive to implement on an accelerated schedule and may coordinate with other SDOT programs for faster implementation.

F. Projects will be reviewed for conformity with levy spending requirements. Projects found to be within the scope of levy funding will be included in the Transportation Levy Delivery Plan and reported to the Levy Oversight Committee.

Section 2. The following procedures and anticipated timelines are established for the District Project Fund:

A. Identification of candidate projects. District-elected Councilmembers will strive to identify candidate project proposals or areas of concern by March 1 in order to receive project development staffing in the current year. Councilmembers may submit individual project proposals or concerns, or prioritized lists of project proposals via SDOT's Council Liaison for preliminary assessment by SDOT. Councilmembers representing the City at-large are encouraged to work with District-elected Councilmembers to consider project proposals in the context of district priorities. SDOT will work directly with District-elected Councilmembers on the projects proposed for their represented districts.

For 2025, SDOT will provide the Council with a list of known unfunded community requests by district, previously identified through programs such as the Neighborhood Street Fund, Your Voice, Your Choice, and Safe Routes to School. Councilmembers may submit project requests from this list or from other Councilmember-identified district priorities. SDOT will provide the Council with general guidance on anticipated project costs in a format similar to SDOT's Home Zone Toolkit.

B. Project development. Project proposals identified by March 1 will be evaluated and a cost estimate will be prepared. SDOT will confer with District-elected Councilmembers to confirm district priorities for the submitted projects.

For projects that respond to safety concerns and do not require significant project development, SDOT

will strive to deliver such projects in the current year’s construction window and may coordinate with other SDOT programs for implementation.

C. Program reporting. By September 30 of each year, SDOT will report to Council the total program resources spent to date and anticipated to be expended the following year. The report will identify spending by project and Council district, including project development and construction costs.

D. Project delivery. Most projects approved for construction will be scheduled for delivery during the following year’s construction window. More complex projects may require additional time and resources.

Section 3. Nothing in this resolution is meant to preclude the department from incorporating Councilmember-proposed projects as departmental priorities within existing levy or non-levy SDOT programs, provided that any Councilmember-proposed projects that would use 2024 Seattle Transportation Levy funds must be within the project scope of the transportation levy and included within the subsequent Annual Delivery Plan for the work funded by the levy. Additionally, SDOT may recommend, as appropriate, potential funding partnerships with levy or other SDOT programs, or with non-SDOT funding sources.

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

\_\_\_\_\_

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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

(Seal)



## **SUMMARY and FISCAL NOTE**

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Legislative	Chow, x4-4652	n/a

### **1. BILL SUMMARY**

**Legislation Title:**

A RESOLUTION regarding the operation of a Council District Fund/District Project Fund as provided in the 2025 Adopted Budget and 2025-2030 Capital Improvement Program through Council Budget Action SDOT 003-A-1.

**Summary and Background of the Legislation:**

This legislation adopts procedures for the City Council and the Seattle Department of Transportation (SDOT) to implement the Council District Fund/District Project Fund. The 2025 Adopted Budget and the 2026 Endorsed Budget identified a total of \$14 million for this purpose and imposed a proviso prohibiting spending until authorized by future City Council action. The City Council is considering separate legislation to lift the proviso and to rename the program the District Project Fund.

This legislation establishes that program funding will be tracked and reported by Council district and that SDOT will work directly with district-elected Councilmembers on the projects proposed for their represented districts. Project delivery will require sufficient time for evaluation, feasibility, and other project development costs.

This legislation includes a reporting requirement that by September 30 of each year, SDOT report to the Council the total program resources spent to date and anticipated to be expended the following year. The report will identify spending by project and Council district.

### **2. CAPITAL IMPROVEMENT PROGRAM**

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

<b>Project Name:</b>	<b>Master Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Total Project Cost Through 2030:</b>

### **3. SUMMARY OF FINANCIAL IMPLICATIONS**

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

<b>Expenditure Change (\$);</b>	<b>2025</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>	<b>2029 est.</b>
<b>General Fund</b>					

Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.

Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.

Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 est.

### 3.a. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number	2025 Appropriation Change	2026 Estimated Appropriation Change
TOTAL				

Appropriations Notes: None

### 3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2025 Revenue	2026 Estimated Revenue
TOTAL				

Revenue/Reimbursement Notes: None

### 3.c. Positions

☐ This legislation adds, changes, or deletes positions.

**Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:**

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	PT/FT	2025 Positions	2025 FTE	Does it sunset? (If yes, explain below in Position Notes)
<b>TOTAL</b>							

\* List each position separately.

**Position Notes: None**

### 3.d. Other Impacts

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

This legislation establishes procedures and expectations for implementation of budgeted program established in the 2025 Adopted Budget.

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

This program will be managed by SDOT within the budget established by the Council.

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

The program budget was established in SDOT's CIP. If the program is not implemented, appropriations would automatically carryforward unless reallocated or abandoned by future Council action.

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

The program procedures were developed in consultation with SDOT staff, who would be responsible for implementing the program.

#### 4. OTHER IMPLICATIONS

- a. **Is a public hearing required for this legislation?**  
No.
- b. **Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?**  
No.
- c. **Does this legislation affect a piece of property?**  
No.
- d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**  
The program responds to district priorities identified by Councilmembers.
  - ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**  
None.
  - iii. **What is the Language Access Plan for any communications to the public?**  
None.
- e. **Climate Change Implications**
- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**  
No impact anticipated.
  - ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**  
No impact anticipated.
- f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**  
This program is intended to meet Council district transportation priorities.

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

## **5. ATTACHMENTS**

**Summary Attachments:**

None.