



SEATTLE CITY COUNCIL

Transportation and Seattle Public Utilities

Agenda

Tuesday, December 6, 2022

9:30 AM

Public Hearing

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

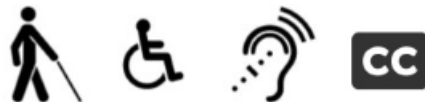
Alex Pedersen, Chair
Dan Strauss, Vice-Chair
Lisa Herbold, Member
Tammy J. Morales, Member
Kshama Sawant, Member

Chair Info: 206-684-8804; Alex.Pedersen@seattle.gov

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Meeting Location:

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Committee Website:

<https://www.seattle.gov/council/committees/transportation-and-seattle-public-utilities>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

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

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

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

Submit written comments to Councilmember Pedersen at Alex.Pedersen@seattle.gov

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. [CB 120429](#) **AN ORDINANCE related to street and sidewalk use; to make permanent programmatic elements of the Temporary Business Recovery Permit program that authorized vending, merchandise display, outdoor cafes, and street closures in the city during the COVID-19 pandemic; adding new Chapter 15.15 and new Sections 11.14.711, 11.14.712, 11.14.713, 11.72.452, 15.17.040, and 15.17.051 to the Seattle Municipal Code; renumbering existing Section 11.14.712 of the Seattle Municipal Code as Section 11.14.714; amending Sections 11.14.228, 11.16.280.G, 11.23.160.F, 11.23.420, 11.23.440, 11.31.121, 11.72.195, 15.02.044, 15.02.046, 15.04.010, 15.04.035, 15.04.045, 15.04.060, 15.04.070, 15.04.074, 15.04.090, 15.16.040, 15.16.051, 15.16.080, 15.17.005, 15.17.006, 15.17.152, 15.17.200, 15.32.250.F, and 15.91.002 of the Seattle Municipal Code; and repealing Sections 15.17.007, 15.17.008, 15.17.009, 15.17.050, 15.17.080, 15.17.100, 15.17.120, 15.17.130, 15.17.150, and 15.17.250 of the Seattle Municipal Code; and amending the Street Use Fee Schedule.**

Attachments: [Full Text: CB 120429 v1](#)
[Att A - Street Use Fee Schedule](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Presentation \(7/19/22\)](#)
[Central Staff Memo \(9/20/22\)](#)
[Proposed Amendment 1](#)
[Proposed Amendment 2](#)
[Proposed Amendment 3](#)
[Revised Summary and Fiscal Note](#)

Briefing, Discussion, and Possible Vote

Presenters: Joel Miller and Alyse Nelson, Seattle Department of Transportation

2. [CB 120470](#) **AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to sewer and storm drain easements within Seattle as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 - Descriptions of Relinquished Easements](#)

Supporting

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

Public Hearing, Briefing, Discussion, and Possible Vote

Presenters: Jacques Rodriguez and Gerry Caruso, Seattle Public Utilities

3. [CB 120471](#) **AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to The City of Seattle for installation, operation, and maintenance of sanitary sewers, storm drains, and appurtenances at various locations in Seattle; placing the real property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 - Legal Descriptions of Acquired Easements](#)

Supporting

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

Briefing, Discussion, and Possible Vote

Presenters: Jacques Rodriguez and Gerry Caruso, Seattle Public Utilities

4. [CB 120472](#) **AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to sewer and storm drain easements within Seattle as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 - Legal Descriptions of Relinquished Easements](#)

Supporting

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

Public Hearing, Briefing, Discussion, and Possible Vote

Presenters: Jacques Rodriguez and Gerry Caruso, Seattle Public Utilities

5. [CB 120473](#) **AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to The City of Seattle for installation, operation, and maintenance of hydrants, water mains, domestic meter vaults, fire service meters, and appurtenances necessary for water utility purposes at various locations in Seattle; placing the property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 - Legal Descriptions of Acquired Easements](#)

Supporting

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

Briefing, Discussion, and Possible Vote

Presenters: Jacques Rodriguez and Gerry Caruso, Seattle Public Utilities

6. [CB 120474](#) **AN ORDINANCE relating to Seattle Public Utilities; declaring the real property rights relating to a water utility easement as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 - Legal Description of Relinquished Easement](#)

Supporting

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

Public Hearing, Briefing, Discussion, and Possible Vote

Presenters: Jacques Rodriguez and Gerry Caruso, Seattle Public Utilities

7. [CB 120477](#) **AN ORDINANCE relating to compost procurement; establishing a compost procurement policy for The City of Seattle; and adding a new Subchapter IV to Chapter 20.60 of the Seattle Municipal Code.**

Supporting

Documents: [Summary and Fiscal Note](#)
[Presentation](#)
[Amendment 1](#)

Briefing, Discussion, and Possible Vote

Presenters: Maggie Yuse, Seattle Public Utilities; Presley Palmer, Finance and Administrative Services

8. [CB 120475](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to execute an interagency agreement with the Washington Department of Fish and Wildlife to operate the Cedar River Hatchery; and ratifying and confirming certain prior acts.**

Attachments: [Att 1 - SPU Agreement No. 22-048-A](#)

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

Briefing, Discussion, and Possible Vote

Presenter: Carol Volk, Seattle Public Utilities

9. [CB 120476](#) **AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute an interlocal agreement with King County, the City of Tukwila, and the Port of Seattle to cost-share a Duwamish Basin Steward staff position that will provide Basin Stewardship Services in the Duwamish Service area.**

Attachments: [Att 1- Final Duwamish Stewardship ILA](#)

Supporting
Documents: [Summary and Fiscal Note](#)
 [Summary Ex A - 2022 Duwamish River Basin Steward Work Plan](#)
 [Summary Ex B - Duwamish Stewardship ILA Cost-share](#)
 [Presentation](#)

Briefing, Discussion, and Possible Vote

Presenter: Martha Neuman, Seattle Public Utilities

E. Adjournment



Legislation Text

File #: CB 120429, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE related to street and sidewalk use; to make permanent programmatic elements of the Temporary Business Recovery Permit program that authorized vending, merchandise display, outdoor cafes, and street closures in the city during the COVID-19 pandemic; adding new Chapter 15.15 and new Sections 11.14.711, 11.14.712, 11.14.713, 11.72.452, 15.17.040, and 15.17.051 to the Seattle Municipal Code; renumbering existing Section 11.14.712 of the Seattle Municipal Code as Section 11.14.714; amending Sections 11.14.228, 11.16.280.G, 11.23.160.F, 11.23.420, 11.23.440, 11.31.121, 11.72.195, 15.02.044, 15.02.046, 15.04.010, 15.04.035, 15.04.045, 15.04.060, 15.04.070, 15.04.074, 15.04.090, 15.16.040, 15.16.051, 15.16.080, 15.17.005, 15.17.006, 15.17.152, 15.17.200, 15.32.250.F, and 15.91.002 of the Seattle Municipal Code; and repealing Sections 15.17.007, 15.17.008, 15.17.009, 15.17.050, 15.17.080, 15.17.100, 15.17.120, 15.17.130, 15.17.150, and 15.17.250 of the Seattle Municipal Code; and amending the Street Use Fee Schedule.

Full text of the legislation is provided as an attachment.

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE related to street and sidewalk use; to make permanent programmatic elements of the Temporary Business Recovery Permit program that authorized vending, merchandise display, outdoor cafes, and street closures in the city during the COVID-19 pandemic; adding new Chapter 15.15 and new Sections 11.14.711, 11.14.712, 11.14.713, 11.72.452, 15.17.040, and 15.17.051 to the Seattle Municipal Code; renumbering existing Section 11.14.712 of the Seattle Municipal Code as Section 11.14.714; amending Sections 11.14.228, 11.16.280.G, 11.23.160.F, 11.23.420, 11.23.440, 11.31.121, 11.72.195, 15.02.044, 15.02.046, 15.04.010, 15.04.035, 15.04.045, 15.04.060, 15.04.070, 15.04.074, 15.04.090, 15.16.040, 15.16.051, 15.16.080, 15.17.005, 15.17.006, 15.17.152, 15.17.200, 15.32.250.F, and 15.91.002 of the Seattle Municipal Code; and repealing Sections 15.17.007, 15.17.008, 15.17.009, 15.17.050, 15.17.080, 15.17.100, 15.17.120, 15.17.130, 15.17.150, and 15.17.250 of the Seattle Municipal Code; and amending the Street Use Fee Schedule.

..body

WHEREAS, a Mayoral Proclamation of Civil Emergency began on March 3, 2020, due to the COVID-19 pandemic that extended the City's authority to address emerging needs related to the public health and safety crisis and mitigate the impact of the emergency on the people of Seattle; and

WHEREAS, the Temporary Business Recovery permit program, also known as the Safe Start permit program, was launched in June 2020 to support local business districts unable to operate indoors due to COVID-19 by allowing for expanded outdoor operation beyond building premises. The permit program adapted from its existing permit structure to eliminate fees, remove barriers to participation, and streamline the application process for outdoor business activities including vending, merchandise display, outdoor dining, and street closures; and

WHEREAS, a Racial Equity Toolkit was completed in 2019 on Seattle Municipal Code Title 15, Street and Sidewalk Use, that identified opportunities to reduce barriers to permitting,

1 simplify the application process, and improve program management. The Temporary
2 Business Recovery program piloted many of these recommendations; and

3 WHEREAS, the Temporary Business Recovery program aligns with the Transportation and
4 Economic Development goals of the *Seattle 2035* Council-adopted Comprehensive Plan,
5 which states our transportation system should “develop a more vibrant city by creating
6 streets and sidewalks that generate economic and social activity, adding to the city’s
7 overall health, prosperity, and happiness”; and

8 WHEREAS, the Temporary Business Recovery program directly supports one of the four goals
9 from The City of Seattle’s Pedestrian Master Plan: “vibrancy,” which is focused on
10 developing a connected pedestrian environment that sustains healthy communities and
11 supports a vibrant economy; and

12 WHEREAS, the program has been well received by the general public and the business
13 community, according to a survey completed in summer 2021 that generated more than
14 10,000 responses and an evaluation performed by an equitable strategies consulting firm
15 in December 2020; and

16 WHEREAS, in May 2021, the City Council passed Ordinance 126339, extending the free permit
17 program through May 31, 2022, and directed the Seattle Department of Transportation
18 (SDOT) to present to Council a plan for permanency for the Temporary Business
19 Recovery Permits; and

20 WHEREAS, in February 2022, the City Council passed Ordinance 126544 to extend the
21 provisions from Ordinance 126339 from May 31, 2022, to January 31, 2023; and

WHEREAS, the City Council wishes to extend the free permit program for temporary business uses excluding vending through June 30, 2023, or as soon thereafter as SDOT is ready to implement the adaptations from the Temporary Business Recovery permit program; and

WHEREAS, SDOT now brings before the Council legislative amendments for adoption that would make permanent the successful adaptations from the Temporary Business Recovery permit program; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 11.14.228, enacted by Ordinance 123659, is amended as follows:

11.14.228 Food-vehicle zone

“Food-vehicle zone” means a portion of a public place designated by a sign or other traffic control device that is reserved for the exclusive use of food vehicles and vending vehicles that are permitted to vend in the curb-space portion of the public place.

Section 2. A new Section 11.14.711 is added to the Seattle Municipal Code as follows:

11.14.711 Vending unit

“Vending unit” means a unit used to sell, offer for sale, solicit orders, or otherwise peddle any good, ticket, or service as authorized or prohibited by Title 15.

Section 3. Section 11.14.712, enacted by Ordinance 126517, is renumbered to be 11.14.714 as follows:

((11.14.712)) 11.14.714 Vulnerable user of a public way

“Vulnerable user of a public way” means a pedestrian, a person riding an animal, or a person operating or riding any of the following on a public way: a farm tractor or implement of husbandry, without an enclosed shell, a bicycle, an electric-assisted bicycle, an electric personal

1 assistive mobility device, a moped, a motor-driven cycle, a motorized foot scooter, or a
2 motorcycle.

3 Section 4. A new Section 11.14.712 is added to the Seattle Municipal Code as follows:

4 **11.14.712 Vending vehicle**

5 “Vending vehicle” means a licensed and operable vehicle used to sell, offer for sale, solicit
6 orders, or otherwise peddle any good, ticket, or service from a fixed location or along a route in a
7 public place as authorized by Title 15.

8 Section 5. A new Section 11.14.713 is added to the Seattle Municipal Code as follows:

9 **11.14.713 Vending zone**

10 “Vending zone” means a portion of a public place designated by a sign or other traffic control
11 device that is reserved during posted hours for the exclusive use of vendors that are permitted to
12 vend in the designated portion of the public place.

13 Section 6. Subsection 11.16.280.G, which section was last amended by Ordinance
14 123659, is amended as follows:

15 **11.16.280 Traffic Engineer—Authority—Special zones**

16 Consistent with Section 11.23.420, the Traffic Engineer is authorized under the supervision of
17 the Director of Transportation to:

18 * * *

19 G. Determine the location of and establish food vehicle zones and vending zones;

20 * * *

21 Section 7. Subsection 11.23.160.F, which section was last amended by Ordinance
22 126486, is amended as follows:

23 **11.23.160 Free-floating car sharing parking**

* * *

F. Free-floating car sharing vehicles shall be prohibited from parking in the following zones or areas: (1) zones designated as bus zones; (2) car share vehicle zones permitted for a different operator; (3) commercial vehicle load zones; (4) emergency zones; (5) food-vehicle zones; (6) pedestrian zones; (7) roadway construction zones; (8) school loading zones; (9) taxicab, pedicab, and other for-hire car stands; (10) tow-away zones; (11) truck load zones; (12) vending zones; ((12)) (13) parking areas adjacent to parking payment device controlled with a service parking meter hood; or ~~((13))~~ (14) any other zone restricted by the Traffic Engineer.

* * *

Section 8. Section 11.23.420, last amended by Ordinance 123659, is amended as follows:

11.23.420 Curb space parking permits

The Director of Transportation may authorize curb space parking permits for: charitable, educational, or community events, including medically ~~((--))~~ related programs, armed-forces-recruiting efforts, or street fairs; ~~((food-vehicle))~~ vending as permitted by Section ~~((15.17.120))~~ 15.17.040; or curb space parking as permitted by Title 11, Vehicles and Traffic. The Director shall not authorize curb space parking permits for commercial purposes in the roadway.

Section 9. Section 11.23.440, last amended by Ordinance 125186, is amended as follows:

11.23.440 Parking privileges

No person shall be granted a franchise, special privilege, or permit to the exclusion of any other person for parking vehicles on any roadway, except for the following uses:

A. Zones may be granted for taxicabs, official career consul vehicles, moving or loading, disabled persons, curb space parking including no parking zones, service parking, carpool

parking, car share parking, food vehicles, vending units, or similar uses, or for any restricted parking zone program that may be developed. Establishment of a zone does not constitute a grant of franchise.

B. The Director may issue a permit to authorize the use of curb space or other parking spaces for amenities that facilitate useable open space, landscaping, public sanitation, or active recreation, including but not limited to bike-share stations and other bike-share-related facilities that are made available for general public use.

Section 10. Section 11.31.121 last amended by Ordinance 126647, 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
11.23.400	UNAUTHORIZED USE – DISABLED	\$250
* * *		
11.72.450	TYPE OF VEH.	\$47
<u>11.72.452</u>	<u>VENDING ZONE</u>	<u>\$47</u>
11.72.460	WALL OR FENCE	\$47
* * *		
18.12.235	RESTRICTIONS IN CERTAIN PARKS (REQ)	\$47

Section 11. Section 11.72.195, last amended by Ordinance 123659, is amended as follows:

11.72.195 Food-vehicle zone

No vehicle, other than a food vehicle or vending vehicle ~~((displaying))~~ with a valid ~~((food vehicle))~~ Street Use vending permit, shall be stopped or parked in a food-vehicle zone during the hours the zone restriction is in effect or unless allowed by a sign or other traffic control device identifying food-vehicle zone time restrictions. Vending from a permitted food vehicle or vending vehicle may only occur in a designated food-vehicle zone during authorized times.

Section 12. A new Section 11.72.452 is added to the Seattle Municipal Code as follows:

11.72.452 Vending zone

No vehicle, other than a food vehicle or vending vehicle with a valid Street Use vending permit, shall be stopped or parked in a vending zone during the hours the zone restriction is in effect or unless allowed by a sign or other traffic control device identifying vending zone time restrictions. Vending from a permitted vending unit may only occur in a designated vending zone during days and times authorized by the permit for use of that vending zone.

Section 13. Section 15.02.044, last amended by Ordinance 125946, is amended as follows:

15.02.044 Definitions D through M

* * *

~~((L. "Mobile food vending" means to sell, offer for sale, solicit orders, display, or otherwise peddle; food that is exempt from acquiring a food establishment permit under Title 5 of the King County Board of Health; to the public from a public place; as authorized or prohibited in Section 15.17.130.))~~

L. “Merchandise display” means to display on the public place goods or wares that are offered for sale by the business on the adjoining property. Sales of the displayed goods or wares shall occur on the adjoining privately owned property.

Section 14. Section 15.02.046, last amended by Ordinance 125946, is amended as follows:

15.02.046 Definitions N through Z

* * *

L. “Route vending” means to sell, offer for sale, solicit orders, or otherwise peddle from a public place food that is exempt from acquiring a food-establishment permit under Title 5 of the King County Board of Health.

((L)) M. “Runoff” means “runoff” as defined in Section 22.801.190.

((M)) N. “Severe crown reduction” means the reduction of the overall size of the tree by altering the tree’s natural structure by cutting back to lateral limbs less than 1/3 of the diameter of the limb that is cut.

((N)) Q. “Shoreline street ends” means the land portions of street segments that provide, or could provide if improved, the public with visual or physical access to a body of water and its shoreline that are listed on Exhibit A to Resolution 29370 that adopted policies guiding the development of public access improvements to shoreline street ends.

((Θ)) P. “Sign” means any medium, including its structure and component parts, that is used or intended to be used out of doors to attract attention to the subject matter for advertising, identification, or informative purposes.

((P)) Q. “SMC” means the Seattle Municipal Code.

((Q)) R. “Street tree” means any tree planted or growing within a public place.

1 ~~((R))~~ S. “Street Tree Inventory” means a database or list of trees growing in public
2 places, that includes attributes such as species, size, tree condition, location, and maintenance
3 responsibility, as maintained by the Director of Transportation.

4 ~~((S))~~ T. “Street Tree Manual” means the Department of Transportation’s Tree Standards
5 Manual for planting, pruning, maintenance, and protection of trees in public places, as adopted
6 by Director’s Rule.

7 ~~((F))~~ U. “Stormwater” means “stormwater” as defined in Section 22.801.200.

8 ~~((U))~~ V. “Superintendent” or “Superintendent of Parks and Recreation” means the City
9 Superintendent of Parks and Recreation or authorized representatives.

10 ~~((V))~~ W. “Topping” means the severe and indiscriminate cutting back of limbs to stubs
11 within the tree’s crown, to such a degree as to remove the normal canopy and disfigure the tree;
12 or the cutting back of limbs or branches to lateral branches that are not sufficiently large enough
13 to assume the terminal role, or are less than one-half of the diameter of the limb or branch that is
14 cut.

15 ~~((W))~~ X. “Tree Service Provider” means any individual or business entity that engages in
16 the business of pruning, removing, or otherwise treating trees for monetary or other
17 compensation.

18 ~~((X))~~ Y. “Vend or vending” means to sell, offer for sale, solicit orders, ~~((display,))~~ rent,
19 lease, or otherwise peddle any good, ticket, thing, or service ~~((of any kind; to the public))~~ from a
20 public place, ~~((;))~~ as authorized or prohibited in Chapters 15.14 or 15.17.

21 ~~((Y. “Vending cart” means a movable cart that is used to serve, vend, or provide food,~~
22 ~~nonalcoholic beverages, or flowers.))~~

1 Z. “Vending unit” means a unit used to sell, offer for sale, solicit orders, or otherwise
2 peddle any good, ticket, or service as authorized or prohibited by Title 15.

3 Section 15. Section 15.04.010 of the Seattle Municipal Code, last amended by Ordinance
4 124951, is amended as follows:

5 **15.04.010 ((Permit)) Compliance—Required**

6 A. It is unlawful for anyone to make use, as defined in Section 15.02.048, of any public
7 place without first securing a written permit as authorized in Section 15.04.015 from: the
8 Director of Transportation, the Director of the ((Department of Planning and Development))
9 Seattle Department of Construction and Inspections, or the Superintendent of Parks and
10 Recreation; or without complying with all the provisions of Title 15, except as specified in
11 subsection 15.04.010.B. The requirements of obtaining a permit and complying with permit
12 procedures do not apply to street maintenance work performed by the City’s Department of
13 Transportation or street improvement work authorized by ordinance and administered by the
14 Director of Transportation.

15 B. All uses of the public place shall comply with the provisions of Title 15, whether or
16 not a permit is required. At the authorizing official’s discretion, certain uses of the public place
17 that have limited or no mobility impact may not require written permit approval, but shall,
18 however, still conform to established standards for that use as adopted by Director’s Rule.

19 ((B)) C. All activities in the public place shall implement stormwater best management
20 practices in accordance with the Stormwater Code, Subtitle VIII of Title 22, and any related
21 Director’s Rules. Failure to implement stormwater BMPs shall be a violation of Title 15 and
22 subject to enforcement as described in Chapters 15.90 and 15.91.

Section 16. Section 15.04.035 of the Seattle Municipal Code, last amended by Ordinance 125946, is amended as follows:

15.04.035 ((Approval and)) Application review considerations

A. If the application conforms to the requirements of this Title 15 and the proposed use is consistent with the rights of the public to use the public place, the authorizing official may approve or modify the application; fix the duration and the terms or conditions of the permit; and when required upon the applicant's furnishing of a deposit, ~~((or))~~ surety bond or other approved form of surety, insurance, covenant, and indemnification, and payment of all required fees, issue the permit. The original permit shall be retained by the City, and a copy shall be ~~((given))~~ made available to the permittee and shall be posted or made available at the site by the permittee.

1. The Director of Transportation may, as deemed appropriate, condition the Street Use permit to address the potential impacts associated with the permitted activity.

2. The Director of Transportation may require applicants to establish ~~((an escrow))~~ a trust account in accordance with Section 15.04.042 or post a surety bond or other approved form of surety in accordance with Section 15.04.044.

B. The permit may specify the portion of the public place that may be occupied, the dates or days and hours of use, and the allowed use, and shall only be valid for those specifications as approved by the Director of Transportation. ~~((The permit shall only be valid for the portion of the public place, the dates or days and hours of use, and the use as identified on the permit.))~~

C. Factors for consideration in ~~((evaluating))~~ reviewing an application ~~((for a permit))~~ include, but are not limited to, the applicant's constitutional rights and the abutter's property rights; the site and its terrain; the proposed use's effect on the public; ~~((and private benefits of the proposed use;))~~ and the impact of the proposed use on the following:

1. The paramount purpose of streets for travel and all modes of transportation;
2. Utilities; authorized secondary street uses; and any use being made by the public of the site;
3. Fire and medical access and public safety;
4. Uses under permit; street trees; and other proposed or past uses of the site;
5. Rights of light, air, and access and lateral support of abutting properties and on access or easements of properties dependent upon the public place for access;
6. The environment, including but not limited to efforts to minimize impervious surface, loss of native vegetation, and stormwater runoff;
7. Drainage, surface, and underground; springs and watercourses; wetlands or environmentally critical areas; and the stability of soils; ~~((and))~~
8. Where applicable, City land use, transportation, open space, shoreline, ~~((and beautification))~~ gardening, and maintenance policies and approved neighborhood land use plans; ~~((:))~~ and
9. The ease of removal of the proposed use or the ability to return or restore the public place to original condition.

D. In addition to the considerations in subsection ~~((15.04.035.B))~~ 15.04.035.C, where the following situations occur, factors for consideration include:

1. For public places under the jurisdiction of ~~((the Department of))~~ Seattle Parks and Recreation, their character as a park drive or boulevard, or as open space;
2. For shoreline street ends, their purpose to provide the public with visual or physical access to the water and the shoreline;
3. For submerged streets, Title 16;

4. For environmentally critical areas, the requirements of Chapter 25.09; ~~((and))~~

5. For streets or public places in the process of being vacated, the use after the
vacation; ~~((and))~~ and

6. For public places located in a Landmark District or Historic District subject to
the provisions of Title 23 or 25, a certificate of approval from the appropriate board or
commission where required.

E. The Director of Transportation may grant a deviation from required standards using
the process specified in the Right-of-Way Improvements Manual or successor rule upon
determining that adequate space is provided for pedestrian passage, traffic management, and any
other public-use purpose.

F. For Street Use permits, the Director of Transportation may determine that an
application has expired when the applicant has not responded to a request for additional
information within six months of that request, or six months from the date of written notice that
the permit is ready to issue, except for Street Use Vending applications subject to subsection
15.17.006.B. These applications may be closed by the Director of Transportation upon
expiration.

Section 17. Section 15.04.045 of the Seattle Municipal Code, last amended by Ordinance
123830, is amended as follows:

15.04.045 Liability insurance

A permittee, excluding permittees whose use types are exempted from this requirement by
SDOT Director's Rule, shall at its own expense obtain and maintain in full force and effect, ~~((at
its own expense,))~~ public liability insurance in an amount sufficient to protect the City from all
potential claims and risks of loss from perils in connection with any activity that may arise from

1 or be related to the permittee's activity upon or the use or occupation of the public place allowed
2 by the permit and claims and risks in connection with activities performed by the permittee by
3 virtue of the permission granted by the permit. The insurance policy shall: be in effect for the
4 duration of the permit; name ~~((the))~~ "The City of Seattle, its elected and appointed officers,
5 officials, employees, and agents" as additional insureds for primary and non-contributory limits
6 of liability subject to a Separation of Insureds clause; apply as primary insurance regardless of
7 any insurance that the City may carry; and obligate the insurance company to give notice to both
8 the authorizing official and the City's Risk Manager at least 30 ~~((-))~~ calendar days before any
9 cancellation of the policy. The authorizing official, in consultation with the City Risk Manager,
10 shall establish the amount of the insurance, subject to review or reconsideration according to
11 Section 15.04.112; and unless constitutional liberties prohibit it, shall require that the ~~((insurance~~
12 ~~be provided))~~ applicant have the insurance in place prior to issuance of the permit. The City
13 requires insurance coverage to be placed with an insurer admitted and licensed to conduct
14 business in Washington State or with a surplus lines carrier according to RCW Chapter 48.15,
15 except that if it is infeasible to obtain coverage with the required insurer, the City may approve
16 an alternative insurer.

17 Section 18. Section 15.04.060 of the Seattle Municipal Code, last amended by Ordinance
18 125946, is amended as follows:

19 **15.04.060 Indemnity agreements and covenants**

20 A. The permittee, or the owner of the object or improvement identified in the permit
21 application if the permittee is not the owner, shall agree to defend, indemnify, and hold harmless
22 The City of Seattle, its officials, officers, employees, and agents from and against:

1 1. Any liability, claims, actions, suits, loss, costs, expense judgments, attorneys’
2 fees, or damages of every kind and description resulting directly or indirectly from any act or
3 omission of the permittee, its subcontractors, anyone directly or indirectly employed by them,
4 and anyone for whose acts or omissions they may be liable, arising out of the permittee’s use or
5 occupancy of the public place; and

6 2. All loss by the failure of the permittee to fully or adequately perform, in any
7 respect, all authorizations or obligations under permit.

8 B. Unless exempted from this requirement by an SDOT Director’s Rule, ((If)) if the
9 application is for a permit to use or occupy a public place for more than one year with an
10 areaway, fuel opening or underground storage tank, sidewalk elevator or door, bulkhead,
11 retaining wall, rockery, ~~((structure, or extension or appurtenance to a structure, or any facility~~
12 ~~with an anticipated continued occupancy of a public place of more than one year;))~~ fixed ground
13 sign, or other structure whether freestanding or built as an extension or appurtenance to another
14 structure, the owner of the adjacent property ~~((and any existing lessee, sublessee, tenant, and~~
15 ~~subtenant using or occupying the part of the premises served or connected to the permitted use))~~
16 or other party as approved by the Director of Transportation shall, in the manner provided by law
17 for the execution of deeds, execute and deliver to the City upon a form to be supplied by the
18 authorizing official, an agreement in writing signed and acknowledged by the owners and ~~((by~~
19 ~~any existing lessee, sublessee, tenant, and subtenant;))~~ containing an accurate legal description of
20 the premises; covenanting on the part of the owner, ~~((lessee, sublessee, tenant, and subtenant,))~~
21 for themselves and their heirs, executors, administrators, successors, assigns, lessees, sublessees,
22 tenants, and subtenants; and forever defending, indemnifying, and holding harmless the City, its
23 officials, officers, employees, and agents from and against any and all claims, actions, suits,

1 liability, loss, costs, expense, attorneys' fees, or damages of every kind and description,
2 excepting only damages that may result from the sole negligence of the City; that may accrue to,
3 be asserted by, or be suffered by ((;)) any person or property including without limitation
4 damage, death, or injury to members of the public or to the permittee's officers, agents,
5 employees, contractors, invitees, tenants, tenants' invitees, and licensees or its successors and
6 assigns; arising out of or by reason of:

7 1. The existence, condition, construction, reconstruction, modification,
8 maintenance, operation, use, or removal of the permitted area or any portion thereof, or the use,
9 occupation, or restoration of the public place or any portion thereof by the owner, lessee,
10 sublessee, tenant and subtenant, heirs, executors, administrators, successors, or assigns;

11 2. Anything that has been done or may at any time be done by the owner, lessee,
12 sublessee, tenant and subtenant, heirs, executors, administrators, successors, or assigns; or

13 3. The owner, lessee, sublessee, tenant and subtenant, heirs, executors,
14 administrators, successors, or assigns failing or refusing to strictly comply with every provision
15 of the permit; or arising out of or by reason of the permit in any other way.

16 C. If the application is for a permit to construct and maintain an areaway, the agreement
17 shall also contain a covenant on the part of the permittee executing the agreement for themselves
18 and their heirs, executors, administrators, successors, or assigns; assuming the duty of inspecting
19 and maintaining all services, instrumentalities, and facilities installed in the areaway to be
20 constructed or occupied under authority of the permit; and assuming all liability for, and at all
21 times defending, indemnifying, and holding harmless the City, its officials, officers, employees,
22 and agents from and against, all claims, actions, suits, liability, loss, costs, expense, attorneys'
23 fees, or damages of every kind and description, excepting only damages that may result from the

sole negligence of the City that may accrue to, be asserted by, or be suffered by any person or property, including without limitation damage, death, or injury to members of the public or to the permittee's officers, agents, employees, contractors, invitees, tenants and tenants' invitees, licensees, or its successors and assigns; arising out of or by reason of:

1. The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the permitted area or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the owner, lessee, sublessee, tenant and subtenant, heirs, executors, administrators, successors, or assigns;

2. Anything that has been done or may at any time be done by the owner, lessee, sublessee, tenant and subtenant, heirs, executors, administrators, successors, or assigns by reason of the permit; or

3. The owner, lessee, sublessee, tenant and subtenant, heirs, executors, administrators, successors, or assigns failing or refusing to strictly comply with every provision of the permit; or arising out of or by reason of the permit in any other way.

~~((D. All agreements shall be a covenant running with the land.~~

E)) D. In addition, the agreement shall contain a provision that the permit:

1. Is wholly of a temporary nature;

2. Vests no permanent right whatsoever; and

3. May be revoked, the structures and obstructions removed, and public place restored to the condition that existed prior to use occurring in the public place upon 30 calendar days' notice, posted on the premises, or published in the official newspaper of the City; or without notice if the permitted use is dangerous or the structure is insecure or unsafe, or is not constructed, maintained, or used in accordance with the provisions of this Title 15.

1 E. If the application is made by a condominium or cooperative apartment, the authorizing
2 official may accept an agreement by the condominium or apartment association together with
3 documentation showing its authority to execute the agreement in lieu of executing the agreement
4 by all unit or apartment owners.

5 F. Agreements shall be a covenant running with the land, with exceptions for permittees
6 or owners whose use types are exempted from this requirement by SDOT Director's Rule.

7 1. ~~((An agreement, after it))~~ After the agreement has been received and recorded
8 with the King County Recorder's Office, the agreement or a copy of the agreement shall be filed
9 by SDOT with ~~((retained by))~~ the City Clerk in the files and records of the Clerk's office.

10 ~~((G. The authorizing official may waive execution of the signature on an agreement by a~~
11 ~~tenant or subtenant on a month to month lease or on a tenancy at will. If the application is made~~
12 ~~by a condominium or cooperative apartment, the authorizing official may accept an agreement~~
13 ~~by the condominium or apartment association together with documentation showing its authority~~
14 ~~to execute the agreement in lieu of executing the agreement by all unit or apartment owners.))~~

15 Section 19. Section 15.04.070 of the Seattle Municipal Code, last amended by Ordinance
16 125946, is amended as follows:

17 **15.04.070 Permit and use approval, duration, modification, revocation, and public place**
18 **restoration**

19 A. All ~~((use authorizations))~~ uses approved under the provisions of this Title 15 or
20 Chapter 23.76, or as to public places under the jurisdiction of ~~((the Department of))~~ Seattle Parks
21 and Recreation under Chapter 18.12, shall be of a temporary nature and shall vest no permanent
22 right, and may in any case be revoked upon 30 calendar days' notice; or without notice in case
23 any use or occupation is dangerous or any structure or obstruction permitted is insecure or

unsafe; or is not constructed, maintained, or used in accordance with the provisions of this Title 15.

B. If a permit to use a public place is revoked or terminated or the use authorized by this Title 15 ceases to exist, the public place shall be restored to the condition that existed prior to use occurring in the public place or to a condition as specified by the Director of Transportation.

C. The Director of Transportation may modify the conditions of a Street Use permit after providing the permittee with written notice ten business days before modifying the permit. A copy of the modified Street Use permit shall be ~~((mailed by first class mail))~~ made available to the permittee, ~~((at the address listed on the Street Use permit application.))~~

D. The Director of Transportation may determine that a Street Use permit has expired when the authorized use has not begun within six months of permit issuance. The Director of Transportation may close expired permits if no extension has been authorized by the Director.

E. Anyone upon order of the authorizing official shall upon 30 calendar days' notice, and at personal cost and expense, move or remove any use that interferes with any local improvement district work or with any construction for street or transportation purposes authorized or ordered by the City, except for uses defined in Section 15.32.120.

Section 20. Section 15.04.074 of the Seattle Municipal Code, last amended by Ordinance 125982, is amended as follows:

15.04.074 ~~((Permit—)) Fees~~

A. From time to time, the Director of Transportation shall prepare and recommend for adoption by the City Council a schedule of fees applicable to: reviewing and administering all permits for public places under the jurisdiction of the Department of Transportation; reviewing all project permits defined by RCW 36.70B.020; and ~~((reviewing and))~~ coordinating ~~((pre-~~

1 ~~submittal conferences that may be or have been submitted to~~) necessary review and inspection
2 with the Seattle Department of Construction and Inspections ((and are reviewed at any time by
3 the Director of Transportation)) for the use of or impacts to public places, per the fee schedule
4 outlined in Subtitle IX of Title 22.

5 ~~((1. Fees for using or occupying the public place may take into consideration the~~
6 ~~undesirability of the use or occupation relative to the rights of the public, such as the City policy~~
7 ~~of discouraging pedestrian skybridges and other encroachments inconsistent with the public right~~
8 ~~of access, including access to the shorelines or other public places, and shall be included in the~~
9 ~~schedule of fees for use of public places under the jurisdiction of the Department of~~
10 ~~Transportation.))~~

11 1. The Director of Transportation may, when preparing and recommending fees
12 for using or occupying the public place, take into consideration the desirability or undesirability
13 of the related uses or occupation relative to the rights of the public, such as the desirability of
14 positive activation of public space to increase safety and vibrancy, or the undesirability of private
15 pedestrian skybridges or encroachments on shoreline street ends that may be inconsistent with
16 the public's right of access.

17 2. The Director of the Department of Transportation is authorized to collect a
18 monetary deposit for services to be conducted related to the review or inspection of a permit
19 prior to or at permit issuance.

20 3. The Department of Transportation is authorized to collect fees for other City
21 Departments that provide services related to the review of a permit for use of the public place.

22 B. The Director of the Office of Economic Development shall prepare and recommend
23 for adoption by the City Council a schedule of fees applicable to master filming permits.

1 1. The rate in the schedule for master filming permits shall identify what, if any,
2 of the factors identified in Section 15.35.020 are taken into consideration in setting the rate and
3 what factors are to be determined with respect to particular applications.

4 2. When a master filming permit under Chapter 15.35 is required and the public
5 place is used without first obtaining a permit or the required component permits, the fee shall be
6 \$500.

7 C. The Superintendent shall prepare and recommend a schedule of fees applicable to
8 permits for use of public places under the jurisdiction of the Department of Parks and Recreation.
9 Fees for use of park drives and boulevards may take into consideration the City policy of
10 discouraging encroachments inconsistent with their park-like character and may be included in
11 the schedule of fees for use of facilities of the Department of Parks and Recreation.

12 D. The fee schedule, when adopted by ordinance, shall govern the fee for applications
13 and permits issued and reviewed. All permit and review fees shall be commensurate with the cost
14 of administering, inspecting, and policing involved in issuing and continuing the permits and
15 with the use and occupation granted by the permits. The fee shall be collected as a condition to
16 issuing or continuing any permit or use except when the permit is issued as a component of a
17 master filming permit according to Section 15.35.010. In order to effectuate collection of fees;
18 the Director of Transportation, the Director of the Office of Economic Development as to master
19 filming permits, or the Superintendent as to public places under the jurisdiction of ~~((the~~
20 ~~Department of))~~ Seattle Parks and Recreation; shall promptly notify permittees of outstanding
21 permits issued to pay the applicable fee or the permit will be revoked.

22 E. Upon petition by a public agency for vacating a street area, street use fees for the street
23 area may be suspended if the Director of Transportation finds that the public agency would

1 convey to or permit use by the City ((;)) of a portion of the public agency's property for street or
2 other public purpose without charge; provided, should the street vacation petition be denied or
3 withdrawn, street use fees shall be payable for the full period of use.

4 F. Fees for using public places under the jurisdiction of ((the Department of)) Seattle
5 Parks and Recreation shall be deposited in the Park and Recreation Fund; all other fees under the
6 jurisdiction of the Department of Transportation shall be deposited in the Transportation Fund. If
7 the Superintendent of Parks or the Director of Transportation delegates the administration of
8 Title 15 to the other department, fees resulting from permits for using the public place now
9 administered by the Director of Transportation shall be deposited into the Transportation Fund
10 and fees resulting from permits for using the public place now administered by the
11 Superintendent of Parks shall be deposited into the Park and Recreation Fund.

12 ~~((G. Fees for vending activities authorized under Chapter 15.17 shall be deposited in the~~
13 ~~Transportation Fund. Street Use permit fees for vending activities may be used by other City~~
14 ~~departments for vending enforcement as authorized by the Director of Transportation and shall~~
15 ~~be used by the Department of Transportation for the following purposes: administering the~~
16 ~~vending program, including notifying property owners abutting a proposed vending site~~
17 ~~designated by the Department of Transportation; verifying property boundaries and square~~
18 ~~footage of usage; designating pre-approved vending sites by the Department of Transportation;~~
19 ~~signing and demarcating designated vending sites and food vehicle zones; attending meetings or~~
20 ~~hearings; preparing documents, legislation, forms, and notices; inspecting and enforcing~~
21 ~~permitted or illegal vending activity; or engaging in any other vending-related activity as~~
22 ~~directed by the Director of Transportation.~~

1 H)) G. Fees for Design Commission reviews shall be collected pursuant to Section
2 3.58.090.

3 Section 21. Section 15.04.090 of the Seattle Municipal Code, last amended by Ordinance
4 123830, is amended as follows:

5 **15.04.090 Refund of permit fee**

6 A. Whenever the fee paid for any use or occupation permit is in error for any reason, and
7 an application is made for refund; the authorizing official shall certify the facts justifying the
8 refund, the refund amount, and their approval of the refund; and upon presenting the certificate
9 to the Director of Finance and Administrative Services; a warrant shall be drawn and paid in the
10 amount stated. The necessary appropriations are then made and authorized. If the appropriate
11 fund is solvent at the time payment is ordered, the Director may elect to make payment by check.

12 B. Alternatively, whenever the fee paid for any use or occupation permit is in error for
13 any reason, and an application is made for refund, the authorizing official shall verify the facts
14 justifying the refund and approve a credit for future fees for using or occupying the public place.
15 If the permit is closed any credit balance remaining will be refunded.

16 Section 22. A new Chapter 15.15, which includes new Sections 15.15.010, 15.15.020,
17 15.15.030, 15.15.040, and 15.15.050, is added to the Seattle Municipal Code as follows:

18 **CHAPTER 15.15 MERCHANDISE DISPLAYS IN THE PUBLIC PLACE**

19 **15.15.010 Authorized merchandise displays in the public place**

20 No person shall place or operate a merchandise display in the public place without obtaining a
21 Street Use permit from the Director of Transportation as provided for in Section 15.04.010 and
22 this Chapter 15.15, or without fully complying with the relevant Director's Rule standards for
23 displays allowed in the frontage zone without a permit.

15.15.020 Permit expiration, renewal, and revocation

A. A Street Use permit for merchandise display in the public place expires if: the business changes ownership or the business vacates the premises; the Street Use permit duration expires; or Street Use permit fees are not paid as required by subsection 15.04.074.D. All merchandise display permit-related encroachments shall be removed from the public place when the Street Use permit expires. A Street Use permit to display merchandise shall not be transferable or assignable, unless approved by the Director of Transportation.

B. The Director of Transportation may, upon issuing the annual Street Use permit invoice and receiving the renewal fee, renew a merchandise display permit provided: the permittee is in compliance with all Street Use permit conditions; the ownership or business has not changed; and the Director of Transportation determines the space is not needed for transportation, utility, or any other public-use purpose.

C. All Street Use permits for merchandise displays in the public place authorized by this Chapter 15.15 are of a temporary nature, vest no permanent rights, and are revocable and modifiable as provided for in Section 15.04.070. The Director of Transportation may suspend any merchandise display Street Use permit to promote transportation mobility or public safety, or to coordinate with permitted Special Events authorized by Chapter 15.52, parade permits authorized by Chapter 11.25, or any other permitted activity.

15.15.030 Terms and conditions

A. The Director of Transportation may determine appropriate locations for merchandise displays based on factors including, but not limited to, type of activity or land use context, and street type.

1 B. The Director of Transportation may issue a Street Use permit authorizing the use of a
2 public place for merchandise display if the following requirements are met:

3 1. The applicant shall be the adjacent retail business, whether a tenant or owner of
4 the property in which the business is located;

5 2. The business shall obtain and maintain in effect all necessary City and state
6 permits and licenses;

7 3. The applicant shall obtain a certificate of approval for the display in the public
8 place from the appropriate Board or Commission when located in a Landmark District or
9 Historic District subject to the provisions of Title 23 or 25;

10 4. The applicant shall obtain insurance according to Section 15.04.045. Failure to
11 maintain the required insurance coverage is grounds for revoking a Street Use permit;

12 5. The applicant shall indemnify and hold harmless The City of Seattle according
13 to Section 15.04.060.

14 C. If required, the applicant shall provide public notice of a new application in a form
15 approved by the Director of Transportation as provided for in Section 15.04.030. A Street Use
16 permit shall not be issued by the Director of Transportation until after the public notice period
17 has ended.

18 D. The City assumes no responsibility for loss of the items on display, whether the loss
19 occurs through accident, collision, vandalism, theft, or otherwise.

20 E. The following conditions apply to all merchandise displays in the public place,
21 including those approved by permit and those authorized by compliance with the relevant
22 Director's Rule:

1. All goods or wares displayed in the public place shall be the same as the goods or wares offered for sale in the adjacent retail business;

2. The display shall not contain alcoholic beverages, tobacco, firearms or munitions, any article that a minor is prohibited by law from purchasing, or any material restricted by the Fire Code from direct access or handling by the public;

3. The display and all good and wares within it shall be removed during those hours that the business is closed; and

4. The business shall not use amplification or noise-making devices, and shall comply with Chapter 25.08.

F. The Director of Transportation may condition a merchandise display Street Use permit to address potential impacts as provided for in Section 15.04.035, including requiring a surety bond in accordance with the provisions of Section 15.04.044 or establishing an escrow account in accordance with the provisions of Section 15.04.042.

G. The Director of Transportation may promulgate rules to implement this Chapter 15.15.
15.15.040 Siting standards

A. All merchandise displays and associated elements located on the sidewalk or where pedestrian mobility is impacted, including but not limited to racks, tables, platforms, umbrellas, or decorative elements, shall be sited to provide:

1. An unobstructed corner clearance zone;
2. An unobstructed pedestrian clearance zone abutting the entire length of the display:

1 a. The width of the pedestrian clear zone is determined by the street type
2 where the display is located as defined by the Right-of-Way Improvements Manual or
3 successor rule; and

4 b. The width of the display shall not be greater than the available
5 pedestrian clear zone width, except where the Director of Transportation determines the
6 pedestrian clear zone can extend into an adjacent public place that is closed to vehicular travel,
7 a public place plaza, or other public space in consultation with the authorizing official for the
8 space;

9 3. An unobstructed 3-foot-wide pedestrian straight path as defined in Section
10 15.02.046 within the designated pedestrian clear zone that extends along the permitted area and
11 for 25 feet on either end of the permitted area's boundaries along the block face.

12 B. The display shall comply with clearances required in the Right-of-Way Improvements
13 Manual or successor rule. The display shall not be sited in a manner that adversely affects
14 pedestrian mobility directly beyond the permitted footprint area or inhibits the operation,
15 maintenance, or functionality of any utilities or street fixtures.

16 C. The Traffic Engineer or Director of Transportation has authority to require dimensions
17 greater than the minimum standards included in subsections 15.15.040.A and 15.15.040.B to
18 provide for pedestrian passage, traffic management, or any other public-use purpose.

19 **15.15.050 Permittee responsibilities for merchandise display operation**

20 A. The permittee shall maintain the merchandise display and adjoining and abutting
21 public place free of all refuse of any kind generated from the operation of their businesses.

22 B. The merchandise display activity shall not violate the Americans with Disabilities Act.

1 C. Amplified sound shall not be used unless authorized by permit and in compliance with
2 Chapter 25.08.

3 D. Unless authorized by Street Use permit, the permittee shall not locate electrical lines
4 overhead or on the ground surface where the public has access to the public place.

5 E. Unless authorized by Street Use permit, no public place surface shall be broken or
6 disturbed, and no permanent fixture of any kind shall be installed in or on the public place in
7 connection with a merchandise display site.

8 F. Only materials and supplies used by the permittee for the daily operation of the
9 merchandise display may be located within the permitted area. The permittee shall not store
10 other supplies or other materials in the permitted area or public place unless otherwise authorized
11 by a Street Use permit.

12 G. Any component of the merchandise display site shall not be secured to any asset or
13 fixture in the public place unless authorized by a Street Use permit.

14 H. When ordered by the Director of Transportation, the permittee shall temporarily
15 remove the merchandise display activity and clear the public place to accommodate access to
16 abutting properties or utilities.

17 I. The permittee is responsible for ensuring that customers do not cause pedestrians to
18 divert from the abutting pedestrian clear zone.

19 J. The permittee shall not conduct business in such a way that restricts or interferes with
20 access to or egress from the abutting property; or creates a nuisance or hazard to public health,
21 safety, or welfare; or increases traffic congestion or delay; or constitutes an obstruction for fire,
22 police, or sanitation vehicles.

K. The permittee shall immediately remove the merchandise display when ordered by the Director of Transportation, the Chief of Police, the Fire Chief, or other City official.

Section 23. Section 15.16.040 of the Seattle Municipal Code, last amended by Ordinance 126509, is amended as follows:

15.16.040 Terms and conditions

A. A café may be located on a public place as defined in Section 15.02.046 including but not limited to a sidewalk, planting strip, curb space, alley, or public plaza. The following requirements apply to all cafes in the public place regardless of location unless otherwise specified.

B. The Director of Transportation may issue a Street Use permit authorizing the use of a public place for a cafe if the following requirements are met:

1. The applicant shall be the owner or occupant of the abutting property;

~~((2. The cafe shall abut the applicant's business frontage unless an alternative location is approved;~~

3)) 2. The cafe shall be operated by a food service business holding all necessary City and state permits and licenses;

~~((4)) 3. The cafe shall ((not)) be located in the public place abutting ((a lot zoned NR1, NR2, NR3, RSL, LR1, LR2, or LR3 as these zoning designations are defined under subsection 23.30.010.A unless the abutting zone has an RC classification as shown on the Official Land Use Map, Chapter 23.32))~~ a legally established food service business; and, at the discretion of the authorizing official, may be approved to extend into the public place abutting an adjacent property;

1 ((5)) 4. The applicant shall obtain insurance according to Section 15.04.045.

2 Failure to maintain the required insurance coverage is grounds for revoking a Street Use permit
3 for a cafe in the public place;

4 ((6)) 5. The applicant shall indemnify and hold harmless The City of Seattle
5 according to Section 15.04.060;

6 ((7)) 6. The applicant shall obtain a certificate of approval for the cafe in the
7 public place from the appropriate Board or Commission when located in a Landmark District or
8 Historic District subject to the provisions of Title 23 or 25; and

9 ((8)) 7. The applicant shall obtain all applicable permits for installing the cafe and
10 all associated cafe elements, including but not limited to platforms and other structures.
11 Platforms or other structures may be approved ((when necessary)) for site-leveling, accessibility,
12 or ((any public use purpose)) functionality.

13 C. The applicant shall provide public notice of a new application in a form approved by
14 the Director of Transportation as provided for in Section 15.04.030. A Street Use permit shall not
15 be issued by the Director of Transportation until after the public notice period has ended.

16 D. The Director of Transportation may require additional information from the applicant
17 as provided for in Section 15.04.030.

18 E. The Director of Transportation may ((, as deemed appropriate,)) condition the Street
19 Use permit to address potential impacts as provided for in Section 15.04.035, including requiring
20 a surety bond in accordance with the provisions of Section 15.04.044 or establishing an escrow
21 account in accordance with the provisions of Section 15.04.042.

22 F. The Director of Transportation may promulgate rules to implement this Chapter 15.16.

Section 24. Section 15.16.051 of the Seattle Municipal Code, enacted by Ordinance 125946, is amended as follows:

15.16.051 Siting standards

A. All cafes and associated elements located on the sidewalk or where pedestrian mobility is impacted, including but not limited to fencing, seating, tables, platforms, or umbrellas, shall be sited to provide:

1. An unobstructed corner clearance zone;
2. An unobstructed pedestrian clearance zone abutting the entire length of the cafe:
 - a. The width of the pedestrian clear zone is determined by the street type where the cafe is located as defined by the Right-of-Way Improvements Manual or successor rule; and
 - b. The width of the cafe shall not be greater than the available pedestrian clear zone width, except where the Director of Transportation determines the pedestrian clear zone can extend into an adjacent public place that is closed to vehicular travel, a public place plaza, or other public space in consultation with the authorizing official for the space;
3. An unobstructed 3-foot-wide pedestrian straight path as defined in Section 15.02.046 within the designated pedestrian clear zone that extends along the permitted area and for 25 feet on either end of the permitted area's boundaries along the block face.

B. The cafe shall comply with clearances required in the Right-of-Way Improvements Manual or successor rule. The cafe shall not be sited in a manner that adversely affects pedestrian mobility directly beyond the permitted footprint area or inhibits the operation, maintenance, or functionality of any utilities or street fixtures.

1 C. The Traffic Engineer or Director of Transportation has authority to require dimensions
2 greater than the minimum standards included in subsections (~~(15.16.050.A and 15.16.050.B)~~)
3 15.16.051.A and 15.16.051.B to provide for pedestrian passage, traffic management, or any other
4 public-use purpose.

5 Section 25. Section 15.16.080 of the Seattle Municipal Code, last amended by Ordinance
6 125946, is amended as follows:

7 **15.16.080 Permittee responsibilities for cafe operation**

8 A. The permittee shall maintain the cafe and adjoining and abutting public place free of
9 all refuse of any kind generated from the operation of the cafe and their business.

10 B. The cafe activity shall not violate the Americans with Disabilities Act.

11 C. Amplified sound shall not be used (~~((in the cafe))~~) unless authorized by permit and (~~((the~~
12 ~~permittee shall comply))~~) in compliance with Chapter 25.08.

13 D. Unless authorized by Street Use permit, the permittee shall not locate electrical lines
14 overhead or on the ground surface where the public has access to the public place.

15 E. Unless authorized by (~~((the Director of Transportation pursuant to))~~) a Street Use
16 permit, no public place surface shall be broken or disturbed, and no permanent fixture of any
17 kind shall be installed in or on the public place in connection with a cafe.

18 F. Approved platforms or other site-leveling structures in the public place associated with
19 the cafe shall be continuously maintained by the permittee (~~((in an as-built condition))~~) as
20 approved on the issued permit, and shall be kept clean, graffiti-free, and in good repair.

21 G. Only materials and supplies used by the permittee for the daily operation of the cafe
22 may be located within the sidewalk cafe and the permittee shall not store other supplies or other
23 materials in the cafe or public place unless otherwise authorized by Street Use permit.

H. A cafe shall not be secured to any ~~((public amenity))~~ asset or fixture in the public place unless authorized by a Street Use permit.

I. When ordered by the Director of Transportation, ~~((The))~~ the permittee shall temporarily remove the cafe and clear the public place ~~((as the Director of Transportation deems necessary))~~ to ~~((temporarily))~~ accommodate access to abutting properties or utilities.

J. The permittee is responsible for ensuring that the cafe activity does not cause pedestrians to divert from the pedestrian clear zone.

K. The permittee shall not operate the cafe in a way that restricts or interferes with access to or egress from the abutting property; or creates a nuisance or hazard to public health, safety, or welfare; or increases traffic congestion or delay; or constitutes an obstruction for fire, police, or sanitation vehicles.

L. The permittee shall immediately remove the cafe when ordered by the Director of Transportation, the Chief of Police, the Fire Chief, or other City official.

M. Liquor, as defined in RCW 66.04.010, as now existing or as amended, may only be used or sold at a cafe if authorized by: the Street Use permit; the permit issued by the Director of Public Health—Seattle & King County; and the permit issued by the Washington State Liquor and Cannabis Board.

Section 26. Section 15.17.005 of the Seattle Municipal Code, last amended by Ordinance 126162, is amended as follows:

15.17.005 Authorized vending in the public ~~((places))~~ place

No person shall vend ~~((to the public))~~ in a public place unless authorized as described below:

A. The ~~((permittee's))~~ vending activity occurs in an area that is permitted for that type of an activity, for example: as part of a Street Use temporary activation permit which authorizes

1 vending; Chapter 11.25, parade permits; ~~((Chapters))~~ Chapter 15.08, areaways; ~~((and))~~ Chapter
2 15.16, ~~((areaway or))~~ cafe Street Use permits; street areas within the Pike Place Market
3 Historical District (Chapter 25.24) that are being administered by the Pike Place Market
4 Preservation and Development Authority; Chapter 15.35, filming permits; Chapter 15.52, Special
5 Event permits; or Chapter 6.310, Taxicabs and For-Hire Vehicles; or

6 B. The permittee has obtained a Street Use permit authorized by Chapter 15.17, if
7 required; or

8 C. The vendor is vending publications as authorized by Chapter 15.14 or expressive items
9 protected under the United States or Washington Constitution; or

10 D. The vendor is vending bicycles, other mobility devices, helmets, or other related
11 merchandise that is made available for general public use and has been authorized by a separate
12 permit; ~~((:))~~ or

13 E. The vending is authorized by the Director of Transportation for the purpose of public
14 place activation administered by SDOT.

15 Section 27. Section 15.17.006 of the Seattle Municipal Code, last amended by Ordinance
16 125946, is amended as follows:

17 **15.17.006 Permit expiration, renewal, administration, and revocation**

18 A. A Street Use permit for vending ~~((or merchandise display))~~ expires if: the business ~~((;~~
19 ~~food vehicle, or vending cart))~~ changes ownership; the Street Use permit duration expires; or
20 Street Use permit fees are not paid as required by subsection 15.04.074.D. All ~~((carts, objects,~~
21 ~~or))~~ vending units and other Street Use permit-related encroachments shall be removed from the
22 public place when the Street Use permit expires. A Street Use permit to vend ~~((or display~~

merchandise)) shall not be transferable or assignable, unless approved by the Director of Transportation.

B. A Street Use application may be considered abandoned and closed by SDOT if the applicant does not receive an issued permit within 30 days of notification from SDOT that the permit is ready for issuance.

~~((B))~~ C. The Director of Transportation may, upon issuing the annual Street Use permit invoice and receipt of the renewal fee, renew ~~((a merchandise display or))~~ an attended newsstand vending Street Use permit provided: the permittee is in compliance with all Street Use permit conditions; the ownership ~~((and))~~ or business has not changed; and the Director of Transportation determines the space is not needed for transportation, utility, or any other public-use purpose.

~~((C. Vending cart, food vehicle, or stadium and exhibition center event vending Street Use permits shall have a duration of no longer than one year from the date the permit is issued; provided, a shorter duration may be established by the Director of Transportation.~~

~~D. To reissue a vending cart, food vehicle, or stadium and exhibition center event vending Street Use permit for an existing permitted site, the permittee shall submit a new complete application at least 30 calendar days before the current Street Use permit expires, if the permit is longer than 30 days in duration. The vending Street Use permit may be reissued if a timely and complete application is received from an existing permittee.~~

~~1. If multiple complete applications are received for the same vending site before the current Street Use permit expires, and if the existing permittee has had two or more Street Use citations upheld by the Hearing Examiner within one year before the expiration of the Street~~

1 ~~Use permit, the Department of Transportation may schedule and hold a lottery to determine the~~
2 ~~new permittee.~~

3 ~~2. Only complete applications for the site that are submitted before the current~~
4 ~~application expires shall be included in the lottery.~~

5 ~~3. If a Street Use permit has not been previously issued for a site, only complete~~
6 ~~applications submitted before a public notice period may be included in a lottery to determine the~~
7 ~~vending site permittee.~~

8 ~~E. If the abutting property or business owner applies for a merchandise display Street Use~~
9 ~~permit at least 30 calendar days before the current vending Street Use permit for the vending site~~
10 ~~expires, the merchandise display application will be given priority use of the site and a lottery~~
11 ~~will not be conducted. If a vending Street Use permit has not been previously issued for the site,~~
12 ~~only merchandise display Street Use permit applications submitted before the public notice for a~~
13 ~~complete vending Street Use permit application being submitted shall be given priority use of the~~
14 ~~site.~~

15 ~~F))~~ D. All vending ((~~or merchandise display~~)) Street Use permits authorized by Chapter
16 15.17 are of a temporary nature, vest no permanent rights, and are revocable and modifiable as
17 provided for in Section 15.04.070. The Director of Transportation may suspend any vending ((~~or~~
18 ~~merchandise display~~)) Street Use permit to: promote transportation mobility or public safety;
19 coordinate with permitted Special Events authorized by Chapter 15.52, parade permits
20 authorized by Chapter 11.25, or any other permitted activity; or to provide access to property. ((~~if~~
21 ~~an access affidavit is withdrawn by the property owner.~~))

22 Section 28. Section 15.17.007 of the Seattle Municipal Code, last amended by Ordinance
23 125946, is repealed:

1 ~~((15.17.007 Insurance~~

2 ~~An applicant for a vending or merchandise display Street Use permit shall, before a Street Use~~
3 ~~permit is issued, obtain insurance according to Section 15.04.045. Failure to maintain the~~
4 ~~required insurance coverage is grounds for revoking a vending or merchandise display Street Use~~
5 ~~permit.))~~

6 Section 29. Section 15.17.008 of the Seattle Municipal Code, last amended by Ordinance
7 125946, is repealed:

8 ~~((15.17.008 Indemnity~~

9 ~~The permittee shall indemnify and hold harmless The City of Seattle according to Section~~
10 ~~15.04.060.))~~

11 Section 30. Section 15.17.009 of the Seattle Municipal Code, last amended by Ordinance
12 125946, is repealed:

13 ~~((15.17.009 Public notice of application~~

14 ~~A vending Street Use permit applicant shall provide public notice of a new application in a form~~
15 ~~approved by the Director of Transportation as provided for in Section 15.04.030. A vending~~
16 ~~Street Use permit shall not be issued by the Director of Transportation until after the public~~
17 ~~notice period has ended.))~~

18 Section 31. A new Section 15.17.040 is added to the Seattle Municipal Code as follows:

19 **15.17.040 Terms and conditions**

20 A. Vending may be located on a public place as defined in Section 15.02.046 including
21 but not limited to a sidewalk, planting strip, curb space, alley, public plaza, or streets with or
22 without curbs. The Director of Transportation may determine appropriate locations for vending
23 activity based on factors including, but not limited to, type of activity or land use context and

1 street type. The following requirements apply to all vending activity in the public place
2 regardless of location unless otherwise specified.

3 B. The Director of Transportation may issue a Street Use permit authorizing the use of a
4 public place for vending activity if the following requirements are met:

5 1. The applicant shall be: the vendor, adjacent tenant, adjacent business, adjacent
6 property owner, or a public entity for vending activity;

7 2. The business operating the vending unit shall obtain and maintain in effect all
8 necessary City and state permits and licenses;

9 3. If selling food or beverages, the applicant shall only sell prepackaged products,
10 produce, or products that are capable of immediate consumption;

11 4. The applicant shall obtain insurance according to Section 15.04.045. Failure to
12 maintain the required insurance coverage is grounds for revoking a Street Use permit;

13 5. The applicant shall indemnify and hold harmless The City of Seattle according
14 to Section 15.04.060;

15 6. Vending from the street shall be subject to Title 11. Signage and traffic control
16 devices may be required depending on the vending site.

17 C. The Director of Transportation may issue a route vending Street Use permit
18 authorizing mobile route vending of authorized goods, food, or beverages that the Director of
19 Public Health—Seattle & King County or authorized representative has determined are exempt
20 from the food-establishment permit requirement of Title 5 of the King County Board of Health
21 Code or successor rule. Route vending may occur from a vending unit in the public place subject
22 to the following requirements:

1 1. Route vending from a vending unit located in the curb space shall be subject to
2 Title 11;

3 2. Route vending permittees shall not stop the vending unit in a curb space or
4 other public place for any longer than necessary to vend to waiting customers;

5 3. Tables, carts, umbrellas, or other vending-related installations shall not be
6 erected in the public place in association with a route vending activity; and

7 4. The Director of Transportation has the authority to designate prohibited
8 vending areas for route vending.

9 D. If required, the applicant shall provide public notice of a new application in a form
10 approved by the Director of Transportation as provided for in Section 15.04.030. A Street Use
11 permit shall not be issued by the Director of Transportation until after the public notice period
12 has ended.

13 E. The Director of Transportation may require additional information from the applicant
14 as provided for in Section 15.04.030.

15 F. The Director of Transportation has authority to determine priority use at the time of
16 application and renewal for individual sites in the case of multiple applicants.

17 G. The Director of Transportation may, as deemed appropriate, condition the Street Use
18 permit to address potential impacts as provided for in Section 15.04.035, including requiring a
19 surety bond in accordance with the provisions of Section 15.04.044 or establishing an escrow
20 account in accordance with the provisions of Section 15.04.042.

21 H. The Director of Transportation may promulgate rules to implement this Chapter 15.17.
22 Section 32. Section 15.17.050 of the Seattle Municipal Code, last amended by Ordinance
23 126659, is repealed:

~~((15.17.050 Stadium and exhibition center event restricted vending area~~

~~A. No person shall vend to the public in a public place within the area bounded by the centerline of South Royal Brougham Way, the center line of First Avenue South, the center line of Edgar Martinez Drive South, and the center line of Third Avenue South and on Occidental Avenue South between Railroad Way South and South Jackson Street (see Map A of 15.17.050: Restricted Stadium Event Vending Area) for the event day, a 24-hour period starting the midnight before any event scheduled at the stadiums or exhibition event center begins and ending the midnight after the event ends; provided that newspapers, magazines, event programs, and other similar publications may be vended on foot as authorized by rules adopted by the Director of Transportation.~~



~~B. The Director of Transportation may adopt rules relating to the vending of newspapers, magazines, event programs, and other similar publications on foot in the Restricted Stadium Event Vending Area. These rules may, among other subjects, address issuance and duration of Street Use permits, number and location of the on-foot vendors, advertising and posting of~~

~~prices, display of licenses, documentation to accompany applications for registration, and prohibitions against discrimination.))~~

Section 33. A new Section 15.17.051 is added to the Seattle Municipal Code as follows:

15.17.051 Siting standards

A. All vending activity located on the sidewalk or where pedestrian mobility is impacted shall be sited to provide:

1. An unobstructed corner clearance zone;
2. An unobstructed pedestrian clear zone abutting the entire length of the permitted area. The width of the pedestrian clear zone is determined by the street type where the permitted area is located as defined by the Right-of-Way Improvements Manual or successor rule; and

3. An unobstructed 3-foot-wide pedestrian straight path as defined in Section 15.02.046 within the designated pedestrian clear zone that extends along the permitted area and for 25 feet on either end of the permitted area's boundaries along the block face.

B. The permitted area shall comply with clearances required in the Right-of-Way Improvements Manual or successor rule. The permitted area shall not be sited in a manner that adversely affects pedestrian mobility directly beyond the permitted footprint area or inhibits the operation, maintenance, or functionality of any utilities or street fixtures.

C. The Traffic Engineer or Director of Transportation has authority to require dimensions greater than the minimum standards included in subsections 15.17.051.A and 15.17.051.B to provide for pedestrian passage, traffic management, or any other public-use purpose.

Section 34. Section 15.17.080 of the Seattle Municipal Code, last amended by Ordinance 123668, is repealed:

~~((15.17.080 Stadium and exhibition center event authorized vending area~~

~~A. The Director of Transportation may issue a Street Use permit authorizing the use of a public place for vending within the area bounded by the center line of South Jackson Street, the center line of Fifth Avenue South, the center line of Airport Way South, the center line of Sixth Avenue South, the center line of South Holgate Street, and the center line of Alaskan Way South for the event day, a 24 hour period starting the midnight before any event scheduled at the stadiums or exhibition event center begins and ending the midnight after the event ends (see Map A of 15.17.080: Stadium Event Vending Area).~~



~~B. Stadium and exhibition event center vending shall not be permitted on Occidental Avenue South between Railroad Way South and South Jackson Street or the area depicted in Section 15.17.050.~~

1 ~~C. The Director of Transportation may issue a Street Use permit authorizing the use of a~~
2 ~~public place for the vending of goods, things, services, food, or nonalcoholic beverages of any~~
3 ~~kind from a temporary display table, tent, vending cart, or food vehicle stationed at an authorized~~
4 ~~site under the following requirements:~~

5 ~~1. The food vendor permittee shall comply with all Public Health—Seattle &~~
6 ~~King County code requirements, and Seattle Fire Department requirements if propane or a~~
7 ~~combustible fuel is used;~~

8 ~~2. The food vendor permittee shall only sell food and beverages that are capable~~
9 ~~of immediate consumption;~~

10 ~~3. Display tables, vending carts, food vehicles, tents, and all other equipment shall~~
11 ~~only be operated on stadium or exhibition event center event days, a 24-hour period starting the~~
12 ~~midnight before any event scheduled at the stadiums or exhibition event center begins and~~
13 ~~ending the midnight after the event ends;~~

14 ~~4. All stadium and exhibition event center vending activity including vending~~
15 ~~carts, food vehicles, tables, tents, customer queues, accessory units, or signage shall be contained~~
16 ~~within the permitted site use area. If the abutting roadway is closed to vehicular traffic, customer~~
17 ~~queues may be allowed to occupy the abutting roadway;~~

18 ~~5. Stadium and exhibition event center vending sites shall not be located in~~
19 ~~driveways, loading zones, or within 15 feet of a business entrance or exit unless the adjacent~~
20 ~~property owner submits an affidavit stating that access is not needed during the permitted~~
21 ~~vending hours;~~

22 ~~6. The permittee shall not use amplification or noise-making devices and the~~
23 ~~permittee shall comply with Chapter 25.08, Noise Control;~~

7. ~~The permittee shall not locate electric lines overhead or on the ground surface where the public has access to the public place;~~

8. ~~The permittee shall obtain and maintain in effect all required permits and business licenses and display the Stadium Event vending Street Use permit at the vending site in a manner approved by the Director of Transportation; and~~

9. ~~The permittee is responsible for ensuring that customer queues do not encroach into the abutting roadway when the street is open for vehicular traffic.~~

C. ~~All vending and merchandise display authorized under Sections 15.17.100, 15.17.120, and 15.17.150 that is permitted in the public place on nonevent days in the stadium and exhibition center event vending area shall be removed for event days, the 24-hour period starting the midnight before any event scheduled at the stadiums or exhibition event center begins and ending the midnight after the event ends.~~

D. ~~The permittee shall not leave any display tables, vending carts, food vehicles, tents, or any other vending-related equipment unattended for longer than 30 minutes.~~

E. ~~The permittee shall satisfy all the conditions of the Stadium Event vending Street Use permit and other requirements the Director of Transportation may establish by rule.))~~

Section 35. Section 15.17.100 of the Seattle Municipal Code, last amended by Ordinance 126509, is repealed:

~~((15.17.100 Food and flower vending from a public place sidewalk or plaza~~

A. ~~The Director of Transportation may issue a Street Use permit authorizing the use of a public place sidewalk or plaza for vending food, flowers, or nonalcoholic beverages from a vending cart, a food vehicle stationed at an authorized public place plaza site, or an attended newsstand under the following requirements:~~

1 ~~1. The permittee shall comply with all requirements established by Public~~
2 ~~Health—Seattle & King County, the King County Board of Health, and the Seattle Fire~~
3 ~~Department if propane or a combustible fuel is used;~~

4 ~~2. The permittee shall only sell food and beverages that are capable of immediate~~
5 ~~consumption;~~

6 ~~3. The permittee shall obtain and maintain in effect all required permits and~~
7 ~~business licenses and display the vending Street Use permit at the vending site in a manner~~
8 ~~approved by the Director of Transportation;~~

9 ~~4. The permittee's vending cart or food vehicle shall not be located in the public~~
10 ~~place abutting a lot zoned NR1, NR2, NR3, RSL, LR1, LR2, or LR3 as these zoning~~
11 ~~designations are defined under subsection 23.30.010.A if the abutting zoning does not have an~~
12 ~~RC classification as shown on the Official Land Use Map, Chapter 23.32;~~

13 ~~5. The permittee's vending cart or food vehicle shall not be located in the curb~~
14 ~~space of the public place, unless authorized under Section 15.17.120;~~

15 ~~6. A proposed vending cart, food vehicle, or attended newsstand, and all~~
16 ~~associated vending activity shall not impair pedestrian passage and shall be sited to provide:~~

17 ~~a. An unobstructed corner clearance zone;~~

18 ~~b. An unobstructed pedestrian clear zone abutting the entire length of the~~
19 ~~vending cart, food vehicle, or attended newsstand. The width of the pedestrian clear zone is~~
20 ~~determined by the street type where the permitted area is located as defined by the Right of Way~~
21 ~~Improvements Manual or successor rule; and~~

1 ~~c. An unobstructed 3-foot wide pedestrian straight path as defined in~~
2 ~~Section 15.02.046 within the designated pedestrian clear zone that extends along the permitted~~
3 ~~area and for 25 feet on either end of the permitted area's boundaries along the block face;~~

4 ~~7. The vending cart, food vehicle, or attended newsstand shall comply with~~
5 ~~clearances required in the Right of Way Improvements Manual or successor rule. In addition to~~
6 ~~any other required setbacks, the vending cart, food vehicle, or attended newsstand:~~

7 ~~a. Shall not be sited in a manner that adversely affects pedestrian mobility~~
8 ~~directly beyond the permitted footprint area or inhibits the operation, maintenance, or~~
9 ~~functionality of any utilities or street fixtures;~~

10 ~~b. Shall not be located in the furniture zone when the curb space is~~
11 ~~designated as a bus zone area, disabled person parking zone, food vehicle zone, or commercial~~
12 ~~loading zone;~~

13 ~~c. Shall be located:~~

14 ~~1) At least 1,000 feet from any public or private school containing~~
15 ~~a ninth- to twelfth-grade class;~~

16 ~~2) At least 50 feet from a food service business if the permittee is~~
17 ~~vending food or nonalcoholic beverages and at least 50 feet from a floral business if the~~
18 ~~permittee is vending flowers. However, a vending Street Use permit may be issued to the owner~~
19 ~~of a food service business for a site along the food service business's frontage, provided all other~~
20 ~~vending requirements of this Chapter 15.17 are satisfied;~~

21 ~~3) At least 10 feet from the corner clearance zone when located in~~
22 ~~the furniture zone; and~~

~~4) At least 5 feet from curb ramps, curb ramp landings, alleys, and driveways;~~

8. The Traffic Engineer or Director of Transportation has authority to require dimensions greater than the minimum standards included in subsections 15.17.100.A.6 and 15.17.100.A.7 to provide for pedestrian passage, traffic management, or any other public use purpose;

~~9. Vending sites shall not be located in driveways or within 15 feet of a business entrance or exit unless the abutting property owner submits an affidavit stating that access is not needed during the proposed vending hours;~~

~~10. The vending activity shall not violate the Americans with Disabilities Act;~~

~~11. The permittee shall not use amplification or noise making devices and the permittee shall comply with Chapter 25.08;~~

~~12. Unless specifically authorized by Street Use permit, the permittee shall not locate electrical lines overhead or on the ground surface where the public has access to the public place; and~~

~~13. The permittee shall not leave a vending cart or food vehicle unattended in the public place for longer than 30 minutes.~~

~~B. A maximum of two vending carts stationed at an authorized public place sidewalk per block face may be approved by the Director of Transportation.~~

C. The Director of Transportation may require additional information from the applicant as provided for in Section 15.04.030.

1 ~~D. The Director of Transportation may, as deemed appropriate, condition the vending~~
2 ~~cart or food vehicle Street Use permit to address potential impacts as provided for in Section~~
3 ~~15.04.035.~~

4 ~~E. The permittee shall keep the vending cart wheels safely secured while the permittee is~~
5 ~~conducting business, and the vending cart or food vehicle shall be removed from the public place~~
6 ~~after authorized business hours.~~

7 ~~F. If the proposed vending will occur within 50 feet of a park as defined in Section~~
8 ~~18.12.030, the Superintendent of the Parks Department may recommend to the Director of~~
9 ~~Transportation whether the vending site should be approved or denied based on the following~~
10 ~~considerations:~~

- 11 ~~1. Public safety or access within the park;~~
12 ~~2. Conflicts with existing businesses and concessionaires, permitted events, or~~
13 ~~other special activities occurring in the park; or~~
14 ~~3. The need to encourage park activation.~~

15 ~~G. Vending is allowed on public places located in the Pike Place Market Historical~~
16 ~~District, as depicted in Chapter 25.24 Exhibit A: Pike Place Market Historical District Map, only~~
17 ~~if:~~

- 18 ~~1. The Pike Place Market Preservation and Development Authority is the~~
19 ~~applicant and obtains a Street Use vending permit; or~~
20 ~~2. A business located in the Pike Place Market Historic District, licensed by the~~
21 ~~City to do business and permitted to do business in the Pike Place Market Historic District by the~~
22 ~~Pike Place Market Preservation and Development Authority, is the applicant and obtains a Street~~
23 ~~Use vending permit.~~

~~H. If an existing vending site conflicts with the setback requirements of subsection 15.17.100.A.7, the Director of Transportation shall not issue a new vending Street Use permit when the existing Street Use permit expires.))~~

Section 36. Section 15.17.120 of the Seattle Municipal Code, last amended by Ordinance 126509, is repealed:

~~((15.17.120 Food vending from a curb space~~

~~A. The Director of Transportation may issue a Street Use permit authorizing use of a curb space for vending food or nonalcoholic beverages from a food vehicle. Vending from the food vehicle shall be subject to Title 11 and the following requirements:~~

~~1. Vending shall only occur from a curb space if the vending has been authorized by a:~~

~~a. Food vehicle zone vending Street Use permit that allows vending if the curb space is delineated by a sign or other traffic control device as a food vehicle zone; or~~

~~b. Temporary curb space vending Street Use permit that allows vending from a curb space the Director of Transportation has approved for a vending activity that shall only occur in conjunction with an event located on private property abutting the curb space or an event occurring in the public place;~~

~~2. The permittee shall comply with all requirements established by Public Health—Seattle & King County, the King County Board of Health, and the Seattle Fire Department if propane or a combustible fuel is used;~~

~~3. The permittee shall only sell food and beverages that are capable of immediate consumption;~~

1 4. ~~The permittee shall obtain and maintain in effect all required permits and~~
2 ~~business licenses and display the food vehicle zone or temporary curb space vending Street Use~~
3 ~~permit at the vending site in a manner approved by the Director of Transportation;~~

4 5. ~~A food vehicle and all associated vending activity shall not impair pedestrian~~
5 ~~passage and shall be sited to provide:~~

6 a. ~~An unobstructed pedestrian clear zone along the entire length of the~~
7 ~~permitted area. The width of the pedestrian clear zone is determined by the street type where the~~
8 ~~permitted area is located as defined by the Right of Way Improvements Manual or successor~~
9 ~~rule; and~~

10 b. ~~An unobstructed 3-foot-wide pedestrian straight path as defined in~~
11 ~~Section 15.02.046 within the designated pedestrian clear zone that extends along the permitted~~
12 ~~area and for 25 feet on either end of the permitted area's boundaries along the block face;~~

13 6. ~~The food vehicle and associated activities shall comply with clearances~~
14 ~~required in the Right of Way Improvements Manual or successor rule. The food vehicle and~~
15 ~~associated activities shall not be sited in a manner that adversely affects pedestrian mobility~~
16 ~~directly beyond the permitted footprint area or inhibits the operation, maintenance, or~~
17 ~~functionality of any utilities or street fixtures;~~

18 7. ~~The Traffic Engineer or Director of Transportation has authority to require~~
19 ~~dimensions greater than the minimum standards included in subsections 15.17.120.A.5 and~~
20 ~~15.17.120.A.6 to provide for pedestrian passage, traffic management, or any other public use~~
21 ~~purpose;~~

1 ~~8. Food vehicle zone vending and temporary curb space vending Street Use~~
2 ~~permit vending sites shall not be located in driveways or loading zones, or within 15 feet of a~~
3 ~~business entrance or exit;~~

4 ~~9. The vending activity shall not violate the Americans with Disabilities Act;~~

5 ~~10. The permittee shall not use amplification or noise making devices and the~~
6 ~~permittee shall comply with Chapter 25.08;~~

7 ~~11. Unless authorized by Street Use permit, the permittee shall not locate~~
8 ~~electrical lines overhead or on the ground surface where the public has access to the public place;~~
9 ~~and~~

10 ~~12. The vending shall only occur from the side of a food vehicle that is parked~~
11 ~~abutting and parallel to the curb.~~

12 ~~B. The Director of Transportation may designate a maximum of one food vehicle zone~~
13 ~~per block face and no more than two food vehicles may be allowed in any one food vehicle zone.~~
14 ~~The Director of Transportation may, however, increase the size of the food vehicle zone if the~~
15 ~~Director determines that additional food vehicles can be accommodated without negatively~~
16 ~~impacting existing businesses on the block face, for example, where there are few or no occupied~~
17 ~~buildings on the block face. Increasing the size of a food vehicle zone does not prevent the~~
18 ~~Director from exercising the inherent authority to regulate uses of the public place and reduce the~~
19 ~~size of the food vehicle zone at a later date.~~

20 ~~C. The Seattle Department of Transportation may designate a food vehicle zone subject~~
21 ~~to the following requirements:~~

1 ~~1. The proposed location is:~~

2 ~~a. At least 50 feet from a food service business when vending food or~~
3 ~~nonalcoholic beverages;~~

4 ~~b. Not located in the public place abutting a lot zoned NR1, NR2, NR3,~~
5 ~~RSL, LR1, LR2, or LR3 as these zoning designations are defined under subsection 23.30.010.A~~
6 ~~if the abutting zoning does not have an RC classification as shown on the Official Land Use~~
7 ~~Map, Chapter 23.32; and~~

8 ~~c. At least 1,000 feet from any public or private school containing a ninth-~~
9 ~~to twelfth grade class; and~~

10 ~~2. If an existing food vehicle zone conflicts with the setback requirements of~~
11 ~~subsection 15.17.120.C.1, the Director of Transportation shall not issue a new food vehicle zone~~
12 ~~vending Street Use permit when the existing Street Use permit expires.~~

13 ~~D. The Director of Transportation may issue to a vendor, property owner, or public entity~~
14 ~~a temporary curb space vending Street Use permit that authorizes vending from a curb space that~~
15 ~~is not designated as a food vehicle zone. The permit shall be effective for no more than four days~~
16 ~~during a six month period if the curb space abuts a lot with a zoning designation other than those~~
17 ~~listed in subsection 15.17.120.C.1.b, or it shall be effective for no more than one day during a~~
18 ~~calendar year for the block that abuts a lot with a zoning designation listed in subsection~~
19 ~~15.17.120.C.1.b. The temporary curb space vending Street Use permit may be issued under the~~
20 ~~following requirements:~~

21 ~~1. The permittee shall reserve the curb space as required in Title 11;~~

22 ~~2. The permittee shall comply with the requirements in subsection 15.17.120.A;~~

1 ~~3. The temporary curb space vending Street Use permit shall only be issued for~~
2 ~~an event located on private property abutting the curb space or an event located in the adjoining~~
3 ~~public place. If the event requires a Special Event as permitted and authorized under Chapter~~
4 ~~15.52, the Director of Transportation shall not issue a temporary curb space vending Street Use~~
5 ~~permit; and~~

6 ~~4. The vending activity shall end by 10 p.m. if located in the public place abutting~~
7 ~~a lot zoned NR1, NR2, NR3, RSL, LR1, LR2, or LR3 as these zoning designations are defined~~
8 ~~under subsection 23.30.010.A if the abutting zoning does not have an RC classification as shown~~
9 ~~on the Official Land Use Map, Chapter 23.32.~~

10 ~~E. The Director of Transportation may require additional information from the applicant~~
11 ~~as provided for in Section 15.04.030.~~

12 ~~F. The Director of Transportation may, as deemed appropriate, condition the food vehicle~~
13 ~~zone or temporary curb space vending Street Use permit to address potential impacts as provided~~
14 ~~for in Section 15.04.035.~~

15 ~~G. If the proposed temporary curb space vending or food vehicle zone vending will~~
16 ~~occur within 50 feet of a park, as defined in Section 18.12.030, the Superintendent of Parks and~~
17 ~~Recreation may recommend to the Director of Transportation whether the vending site should be~~
18 ~~approved or denied based on the following considerations:~~

- 19 ~~1. Public safety or access within the park;~~
20 ~~2. Conflicts with existing businesses and concessionaires, permitted events, or~~
21 ~~other special activities occurring in the park; or~~
22 ~~3. The need to encourage park activation.~~

~~H. Vending is allowed on public places located in the Pike Place Market Historical District, as depicted in Chapter 25.24 Exhibit A: Pike Place Market Historical District Map, only if:~~

~~1. The Pike Place Market Preservation and Development Authority is the applicant and obtains a Street Use vending permit; or~~

~~2. A business located in the Pike Place Market Historic District, licensed by the City to do business and permitted to do business in the Pike Place Market Historic District by the Pike Place Market Preservation and Development Authority, is the applicant and obtains a Street Use vending permit.))~~

Section 37. Section 15.17.130 of the Seattle Municipal Code, last amended by Ordinance 125946, is repealed:

~~((15.17.130 Mobile food vending from a public place~~

~~A. The Director of Transportation may issue a mobile food vending Street Use permit authorizing mobile vending of food and beverages that the Director of Public Health—Seattle & King County or authorized representative has determined are exempt from the food-establishment permit requirement of Title 5 of the King County Board of Health Code.~~

~~B. Mobile food vending may occur from a vending cart or food vehicle in the public place subject to the following requirements:~~

~~1. Mobile food vending from a food vehicle or vending cart located in the curb space shall be subject to Title 11;~~

~~2. Mobile food vending permittees shall not stop the food vehicle or vending cart in a curb space or other public place for any longer than necessary to vend to waiting customers;~~

1 ~~3. Mobile food vending permittees shall comply with all applicable requirements~~
2 ~~of Title 5 of the Code of the King County Board of Health;~~

3 ~~4. Mobile food vending permittees shall obtain and maintain in effect all required~~
4 ~~permits and business licenses and display the mobile food vending Street Use permit on the~~
5 ~~vending cart or food vehicle in a manner approved by the Director of Transportation;~~

6 ~~5. Mobile food vending permittees shall comply with Chapter 25.08;~~

7 ~~6. Tables, carts, umbrellas, or other vending related installations shall not be~~
8 ~~erected in the public place in association with a mobile food vending activity;~~

9 ~~7. The mobile food vending activity shall not violate the Americans with~~
10 ~~Disabilities Act;~~

11 ~~8. A vending cart or food vehicle and all associated mobile food vending activity~~
12 ~~shall neither impair pedestrian passage nor inhibit the operation, maintenance, or functionality of~~
13 ~~any utilities or street fixtures;~~

14 ~~9. Mobile vending carts and food vehicles not located in the curb space shall be~~
15 ~~sited to provide:~~

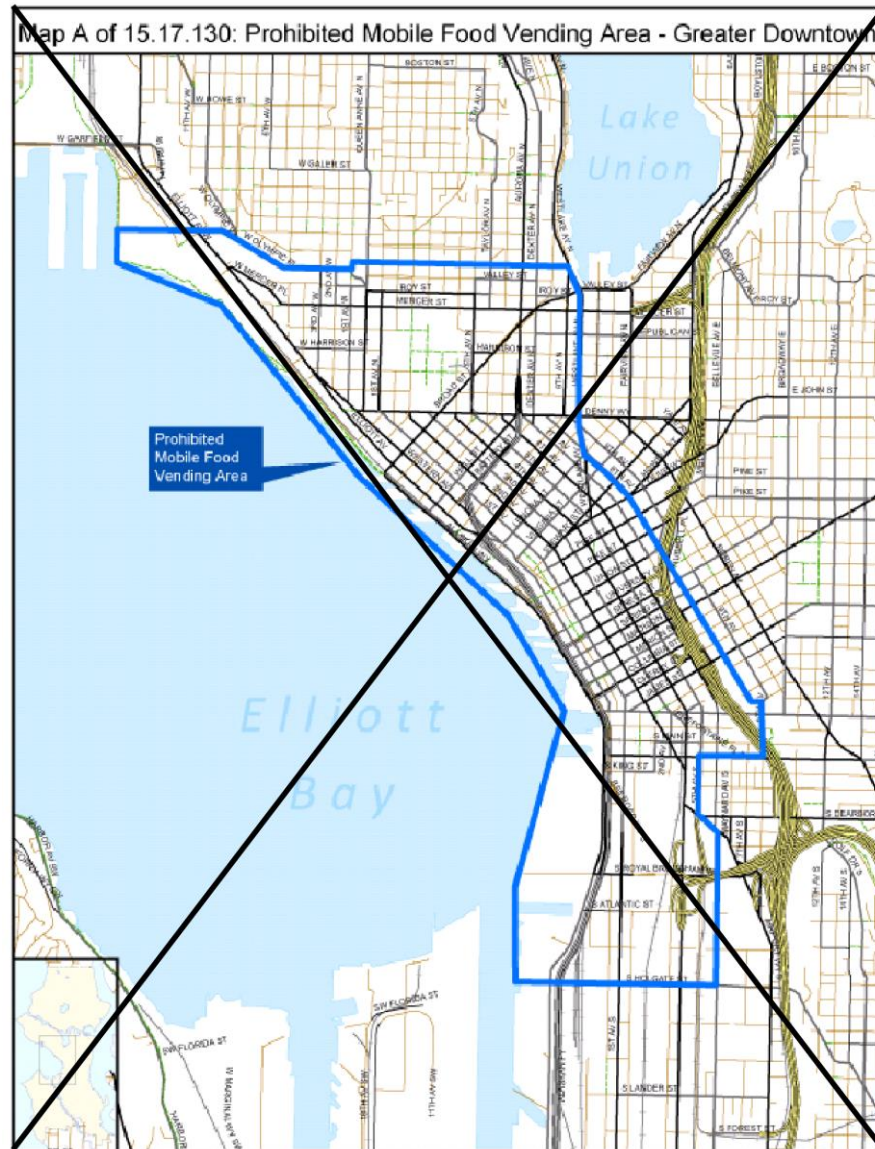
16 ~~a. An unobstructed corner clearance zone; and~~

17 ~~b. Appropriate clearances as required in the Right of Way Improvements~~
18 ~~Manual or successor rule, or any other applicable rule.~~

19 ~~C. In addition to the restrictions on vending in the public place identified in Section~~
20 ~~15.17.005, mobile food vending is prohibited in the following areas:~~

21 ~~1. Beginning at the waterfront on Elliott Bay in a direct line with West Prospect~~
22 ~~Street, then east to West Olympic Place; then east along West Olympic Place to First Avenue~~
23 ~~West; then north along First Avenue West to West Aloha Street; then east along West Aloha and~~

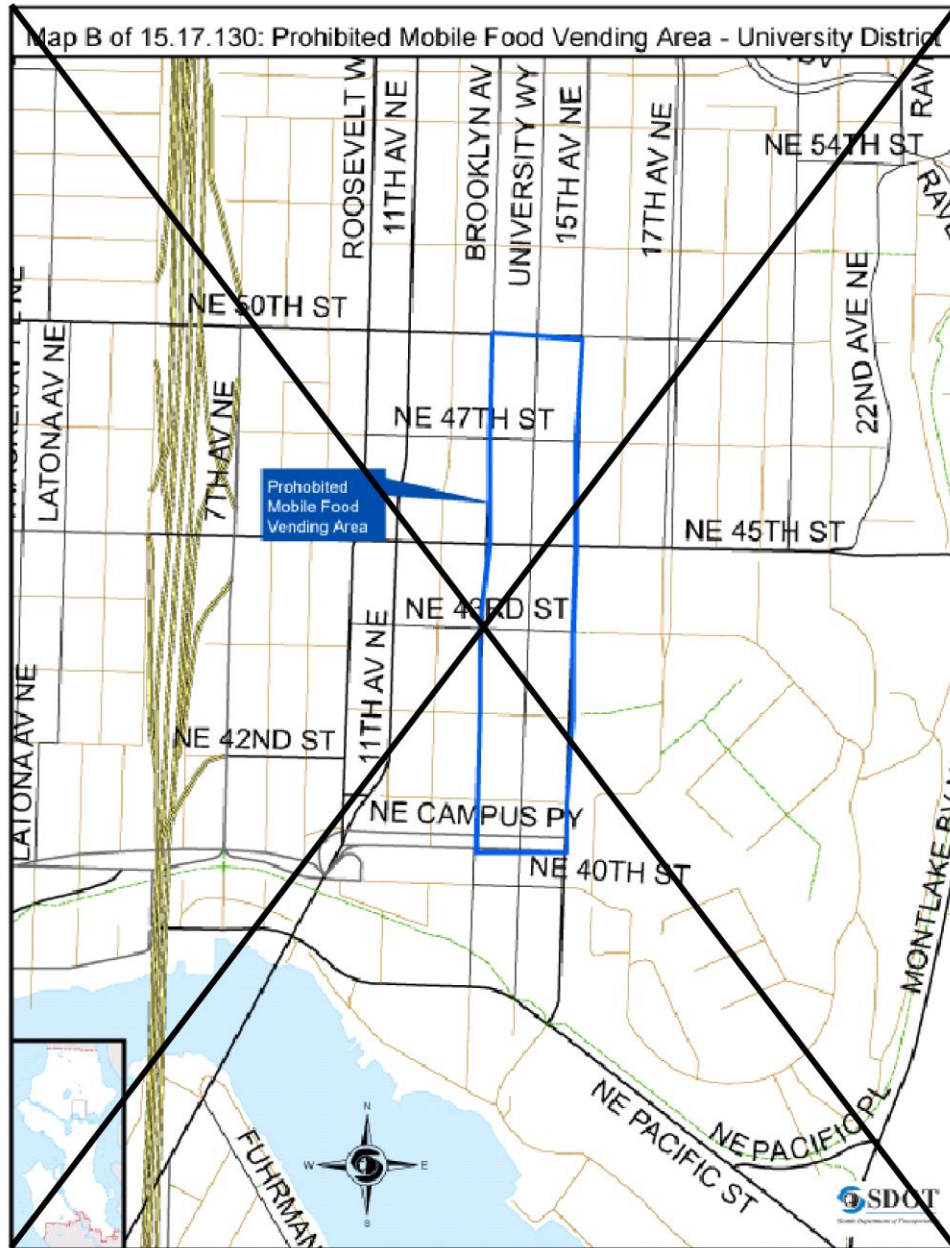
~~Aloha Streets to Westlake Avenue North; then south along Westlake Avenue North and
Westlake Avenue to Eighth Avenue; then south along Eighth Avenue to South Jackson Street;
then west along South Jackson Street to Fifth Avenue South; then south along Fifth Avenue
South to Airport Way South; then southeast along Airport Way South to Sixth Avenue South;
then south along Sixth Avenue South to South Holgate Street; then west along South Holgate
Street to Elliott Bay on the waterfront; then north along the waterfront to a point in direct line
with West Prospect Street, the place of beginning, including both sides of the above identified
public places (see Map A of 15.17.130: Prohibited Mobile food vending Area Greater
Downtown).~~



~~2. Within 50 feet of any public park, as defined in Chapter 18.12; 1,000 feet of any public or private school containing a Kindergarten through 12th grade class; and 50 feet of any food-service business; or within loading zones.~~

~~3. Beginning at the junction of 15th Avenue N.E. and N.E. 40th Street; then west on N.E. 40th Street to Brooklyn Avenue N.E.; then north on Brooklyn Avenue N.E. to N.E. 50th Street; then east on N.E. 50th Street to 15th Avenue N.E.; then south on 15th Avenue N.E. to~~

~~N.E. 40th Street, the place of beginning, including both sides of the above identified public places (see Map B of 15.17.130: Prohibited Mobile food vending Area University District).~~



~~D. The Director of Transportation may require additional information from the applicant as provided for in Section 15.04.030.~~

~~E. The Director of Transportation may, as deemed appropriate, condition the mobile food vending Street Use permit to address potential impacts as provided for in Section 15.04.035.))~~

Section 38. Section 15.17.150 of the Seattle Municipal Code, last amended by Ordinance 126509, is repealed:

~~((15.17.150 Merchandise display from a public place~~

~~A. The Director of Transportation may issue a merchandise display Street Use permit to a retail sales business allowing the same goods or wares offered for sale by the business to be displayed on the adjoining public place. Merchandise displays shall be subject to the following requirements:~~

~~1. The proposed merchandise display shall be sited to provide:~~

~~a. An unobstructed corner clearance zone;~~

~~b. An unobstructed pedestrian clear zone abutting the entire length of the merchandise display. The width of the pedestrian clear zone is determined by the street type where the merchandise display is located as defined by the Right of Way Improvements Manual or successor rule; and~~

~~c. An unobstructed 3 foot wide pedestrian straight path as defined in Section 15.02.046 within the designated pedestrian clear zone that extends along the permitted area and for 25 feet on either end of the permitted area's boundaries along the block face;~~

~~2. The merchandise display shall comply with clearances required in the Right of Way Improvements Manual or successor rule. In addition to any other required setbacks, the merchandise display:~~

~~a. Shall not be sited in a manner that adversely affects pedestrian mobility directly beyond the permitted footprint area or inhibits the operation, maintenance, or functionality of any utilities or street fixtures;~~

~~b. Shall not be located in the furniture zone when the curb space is designated as a bus zone area, disabled person parking zone, food vehicle zone, or commercial loading zone;~~

~~c. Shall be located:~~

~~1) At least 10 feet from the corner clearance zone when located in the furniture zone; and~~

~~2) At least 5 feet from curb ramps, curb ramp landings, alleys, and driveways;~~

~~3. The Traffic Engineer or Director of Transportation has authority to require dimensions greater than the minimum standards included in subsections 15.17.150.A.1 and 15.17.150.A.2 to provide for pedestrian passage, traffic management, or any other public use purpose.~~

~~4. The merchandise display shall not be located in the public place abutting a lot zoned NR1, NR2, NR3, RSL, LR1, LR2, or LR3 as these zoning designations are defined under subsection 23.30.010.A if the abutting zoning does not have an RC classification as shown on the Official Land Use Map, Chapter 23.32;~~

~~5. The display shall be removed during those hours that the business is closed;~~

~~6. The merchandise display activity shall not violate the Americans with Disabilities Act;~~

~~7. Sales of goods or merchandise displayed shall occur on the adjoining privately owned property;~~

1 ~~8. The display shall not contain alcoholic beverages, tobacco, firearms or~~
2 ~~munitions, any article that a minor is prohibited by law from purchasing, or any material~~
3 ~~restricted by the Fire Code from direct access or handling by the public;~~

4 ~~9. The permittee shall not use amplification or noise making devices, and the~~
5 ~~permittee shall comply with Chapter 25.08; and~~

6 ~~10. Unless specifically authorized by Street Use permit, the permittee shall not~~
7 ~~locate electrical lines overhead or on the ground surface where the public has access to the public~~
8 ~~place.~~

9 ~~B. The City assumes no responsibility for loss of the items on display, whether the loss~~
10 ~~occurs through accident, collision, vandalism, theft, or otherwise.~~

11 ~~C. The Director of Transportation may require additional information from the applicant~~
12 ~~as provided for in Section 15.04.030.~~

13 ~~D. The Director of Transportation may, as deemed appropriate, condition the~~
14 ~~merchandise display Street Use permit to address potential impacts as provided for in Section~~
15 ~~15.04.035.))~~

16 Section 39. Section 15.17.152 of the Seattle Municipal Code, last amended by Ordinance
17 125496, is amended as follows:

18 **15.17.152 ((~~Maintaining public place conditions~~)) Permittee responsibilities for vending**
19 **operation**

20 A. The permittee shall maintain the vending site ((~~, merchandise display,~~)) and adjoining
21 and abutting public place free of all refuse of any kind generated from the operation of their
22 ((~~businesses~~)) business. If food is served, the permittee shall supply a refuse container for public

1 use that is capable of accommodating all refuse generated by the vending activity and that shall
2 be maintained and emptied regularly.

3 ~~((B. All materials and supplies used by the permittee shall be contained in the vending~~
4 ~~cart, food vehicle, attended newsstand, or merchandise display; and the permittee shall not store~~
5 ~~supplies or other materials in the public place.~~

6 ~~C. The surface of the public place shall not be altered and permanent fixtures of any kind~~
7 ~~shall not be installed in the public place unless authorized by a Street Use permit.~~

8 ~~D. A vending cart, food vehicle, or merchandise display shall not be secured to any~~
9 ~~public amenity unless authorized by a Street Use permit. A vending cart or food vehicle shall not~~
10 ~~be unattended in the public place for longer than 30 minutes.~~

11 ~~E. The permittee shall temporarily clear the public place as the Director of Transportation~~
12 ~~deems necessary to temporarily accommodate access to abutting properties or utilities.~~

13 ~~F. The permittee is responsible for ensuring that customer queues, displays, or vending~~
14 ~~activity do not encroach into the roadway or cause pedestrians to divert from the abutting~~
15 ~~pedestrian clear zone.~~

16 ~~G. The permittee shall not conduct business in such a way as to: restrict or interfere with~~
17 ~~the ingress or egress of the abutting property owner or tenant; create or become a nuisance or~~
18 ~~hazard to public health, safety, or welfare; increase traffic congestion or delay; or constitute an~~
19 ~~obstruction to adequate access to fire, police, or sanitation vehicles.~~

20 ~~H. The permittee shall immediately remove the vending activity or merchandise display~~
21 ~~when ordered by the Director of Transportation, the Chief of Police, the Fire Chief, or other City~~
22 ~~official.~~

~~I. The permittee shall display a Street Use authorized vending decal on the vending cart or food vehicle. The decal shall be clearly visible from the abutting sidewalk and shall provide information to the public on how they can report Street Use violations that may be associated with the vending activity and other information as determined by rule.))~~

B. The vending activity shall not violate the Americans with Disabilities Act.

C. Amplified sound shall not be used unless authorized by permit and in compliance with Chapter 25.08.

D. Unless authorized by Street Use permit, the permittee shall not locate electrical lines overhead or on the ground surface where the public has access to the public place.

E. Unless authorized by a Street Use permit, no public place surface shall be broken or disturbed, and no permanent fixture of any kind shall be installed in or on the public place in connection with a vending site.

F. Only materials and supplies used by the permittee for the daily operation of vending may be located within the permitted area. The permittee shall not store other supplies or other materials in the permitted area or public place unless otherwise authorized by a Street Use permit.

G. Any component of the vending site shall not be secured to any asset or fixture in the public place unless authorized by a Street Use permit.

H. When ordered by the Director of Transportation, the permittee shall temporarily remove the vending activity and clear the public place to accommodate access to abutting properties or utilities.

I. The permittee is responsible for ensuring that customer queues and vending activity do not cause pedestrians to divert from the abutting pedestrian clear zone.

1 J. The permittee shall not conduct business in such a way that restricts or interferes with
2 access to or egress from the abutting property; or creates a nuisance or hazard to public health,
3 safety, or welfare; or increases traffic congestion or delay; or constitutes an obstruction for fire,
4 police, or sanitation vehicles.

5 K. The permittee shall immediately remove the vending activity when ordered by the
6 Director of Transportation, the Chief of Police, the Fire Chief, or other City official.

7 Section 40. Section 15.17.200 of the Seattle Municipal Code, last amended by Ordinance
8 125946, is amended as follows:

9 **15.17.200 First Amendment vending**

10 A. The Director of Transportation, the Superintendent of Parks and Recreation, and the
11 Director of the Seattle Center are authorized to adopt rules relating to the time, place, and
12 manner in which a person may vend merchandise (~~((in which the person's political, religious,~~
13 ~~sociological, or ideological message is inextricably intertwined))~~) if the sale exercises the
14 permittee's rights guaranteed by the United States or Washington Constitution. These rules may
15 address the issuance and duration of permits, the size and placement of tables and other
16 equipment used, their siting and location on the public place or public property, the type of
17 merchandise offered for sale, advertising and posting of prices, the display of licenses, the
18 exclusion of ineligible merchandise, the documentation to accompany applications for
19 registration, and the prohibitions against discrimination, among other subjects.

20 B. An authorizing official may authorize vending in a public place as part of a street fair,
21 carnival, athletic activity, or other public event authorized by and in accordance with a permit
22 issued by the Special Events Committee under Chapter 15.52.

Section 41. Section 15.17.250 of the Seattle Municipal Code, enacted by Ordinance 123659, is repealed:

~~((15.17.250 Director's rules~~

~~The Director of Transportation may promulgate rules to implement this Chapter 15.17. The rules may address the subjects identified in this Chapter 15.17 and other subjects the Director believes may aid in the implementation of this Chapter 15.17.))~~

Section 42. Subsection 15.32.250.F, which section was last amended by Ordinance 125946, is amended as follows:

15.32.250 Communication cabinet standards and setbacks

* * *

F. The communication cabinet shall comply with clearances required in the Right-of-Way Improvements Manual or successor rule. In addition to any other required setbacks, the communication cabinet:

1. Shall not be sited in a manner that adversely affects pedestrian mobility directly beyond the permitted footprint area or inhibits the operation, maintenance, or functionality of any utilities or street fixtures;

2. Shall not be located in the furniture zone when the curb space is designated as a bus zone area, disabled person parking zone, food-vehicle zone, vending zone, or commercial loading zone;

3. Shall be located:

a. At least 15 feet from any business entrance or exit;

b. At least 10 feet from the corner clearance zone when located in the furniture zone; and

c. At least 5 feet from curb ramps, curb ramp landings, alleys, and
driveways. ((;))

* * *

Section 43. Section 15.91.002 of the Seattle Municipal Code, last amended by Ordinance
125031, is amended as follows:

15.91.002 Scope

A. Violations of the following provisions of this Title 15 shall be enforced under the
citation or criminal provisions set forth in this Chapter 15.91 by the Director of Transportation:

1. Use and Occupation Permits—No permit obtained (Section 15.04.010);
2. Permit Required - failure to comply with conditions of permit (Section
15.04.010);
3. Failure to comply with SDOT Director's Rules (SMC 15.04.010.B);
- ((3)) 4. Marquees, Awnings, and Decorative Elements (Chapter 15.10);
- ((4)) 5. Signs, Banners, and Street Clocks (Chapter 15.12);
- ((5)) 6. Newsstands (Chapter 15.14);
- ((6. Sidewalk Cafes;))
7. Cafes in the Public Place (Chapter 15.16);
- ((7)) 8. Vending (Chapter 15.17);
- ((8)) 9. Dangerous Structures on Adjoining Property (Chapter 15.18);
- ((9)) 10. Building Cleaning or Painting (Chapter 15.20);
- ((10)) 11. Obstruction of utility or traffic facilities prohibited (Section 15.22.050);
- ((11)) 12. Removal of earth and debris (Section 15.22.060);
- ((12)) 13. Mixing of mortar or concrete (Section 15.22.070);

1 ((13)) 14. Permit to drive over sidewalk or curb (Section 15.22.100);
2 ((14)) 15. Scaffolds (Chapter 15.24);
3 ((15)) 16. Backfilling (Chapter 15.26);
4 ((16)) 17. Building and Equipment Moving (Chapter 15.28);
5 ((17)) 18. At-grade (~~((Communication Cabinets))~~) communication cabinets
6 (Sections 15.32.200 and 15.32.250);
7 ((18)) 19. Lifting Heavy Equipment (Chapter 15.36);
8 ((19)) 20. Warning Lights and Barricades (Chapter 15.40);
9 ((20)) 21. Tree and Vegetation Management in Public Places (Chapter 15.43);
10 ((21)) 22. Barricades and warning devices (Section 15.44.010);
11 ((22)) 23. Debris in Public Places (Chapter 15.46);
12 ((23)) 24. Snow and ice removal (Section 15.48.010);
13 ((24)) 25. Barbed wire or electric fence (Section 15.48.020);
14 ((25)) 26. Crowd Control Event (Chapter 15.52); and
15 ((26)) 27. Tour Vehicle Operation (Chapter 15.66).

16 Section 44. The SDOT Street Use Fee Schedule is replaced by Attachment A to this
17 ordinance. Otherwise, authority to adjust rates and fees as authorized in Ordinances 125945,
18 125706, and 125185 remains in effect.

19 Section 45. Attachment A authorizes an extension of the Temporary Business Use permit
20 program (use code 3AA) excluding vending through June 30, 2023, or as soon thereafter as
21 SDOT is ready to implement the adaptations from the Temporary Business Recovery permit
22 program. Vending permits authorized under the Temporary Business Use permit program will
23 expire on January 31, 2023.

1 Section 46. At the discretion of the SDOT Director or designee, SDOT may authorize a
2 one-time-only proration of permit fees associated with existing and newly transitioning long-
3 term permit-holders to accommodate the transition process and to provide consistency with the
4 fee schedule for Temporary Business Recovery Use permits.

Section 47. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022,
and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

_____, City Clerk

(Seal)

Attachments:
Attachment A - Seattle Department of Transportation Street Use Fee Schedule

Attachment A: Seattle Department of Transportation Street Use Fee Schedule -
9/22/2022

Table A – Base Permit Fees	
Permit Type	Base Permit Fee
ROW Simple Issuance	\$196
ROW Complex Issuance	\$704
Major (SIP/UMP) Permit Issuance	\$8,338
SIP Lite Issuance	\$3,190
No Permit/No Job Start Fee	\$342
Street Vacation Processing	\$11,143
Council Term Issuance	\$398
PSM General Long-Term Issuance	\$398
PSM General Long-Term Renewal	\$303
PSM Year-round Public Street & Sidewalk Activities Issuance, including Year-round Farmers Markets	\$200
PSM Seasonal or Temporary Public Street & Sidewalk Activities Issuance, including Seasonal Farmers Markets	\$75
PSM Temporary Private Street & Sidewalk Activities Issuance	\$910
PSM Year-round Business Activation Issuance	\$1,220 + \$200 for each Additional Space
PSM Year-round Business Activation Renewal	\$588
PSM Seasonal Business Activation Issuance	\$500
PSM Annual Site-Specific Vending Issuance	\$950
PSM 4-month Site Trial Vending Issuance	\$200
PSM Temporary Event Vending (max 4 event days) Issuance	\$75
PSM Annual Route Vending Issuance	\$303
PSM Event Pole Banner Issuance	\$303

Table A1 – Hourly Review and Inspection Service Rates	
Service Rate Type (for all City staff)	Rate
Hourly Review and Inspection	\$336
Overtime Hourly Review and Inspection	\$671

Attachment A: Seattle Department of Transportation Street Use Fee Schedule -
9/22/2022

Table A2 - Uses with No Base Permit Fee	
Use Description	Use Code
Gardening in the ROW	1
Tree Planting, Pruning or Removal	1A, 1B, and 1C
Unimproved right-of-way and shoulder planting with minimal ground disturbance of 1 cubic yard or less	1D
Miscellaneous User per SMC 15.04.100	54
Residential Street Barricading for Neighborhood Activation (e.g. block parties, play streets)	54B
Barricading for Public Safety	54C
Sidewalk or Driveway Maintenance or Repair (less than 100 sq. ft.)	55
First Amendment Vending or Expressive Activity	19B/19K
Public Activation Amenities (e.g. street furniture, art)	52
Advertising in the ROW (e.g. signs, graphics)	6
Temporary Business Recovery Uses (vending) – Expire no later than January 31, 2023 and no new permit issuances allowed after passage of permanent legislation	3AA
Temporary Business Recovery Uses (cafes, displays, street closures) – Expire no later than June 30, 2023 or as soon thereafter as SDOT is ready to implement the adaptations from the Temporary Business Recovery permit program and no new permit issuances allowed after passage of permanent legislation	3AA

Table A3 – Modification Fee	
Use Description	Modification Fee
Standard Permit Modification Issuance	\$281
Vending Permit Modification Issuance	\$553

Table B1 – Use Fee Model						
Density Factors	Urban Center		Urban Village		Neither	
	\$1.10		\$0.70		\$0.20	
Mobility/Safety Factors						
Street Category	Arterial		Non-Arterial		Alley	
	\$0.40		\$0		\$0	
Modal Priority	Transit Blocked	Transit Impacted	Bike Blocked	Bike Impacted	Ped Blocked	Ped Impacted
	\$0.20	\$0	\$0.20	\$0	\$0.20	\$0.10
Use Fee Calculation						
Summation of all uses by frontage: (Sum of all Factors) x (s.f. occupied/100) x (Duration) x (Escalation Rate per Table B2)						

Table B2 – Use Fee Model Escalation Rates		
Duration (days)	Arterial	Non-Arterial
0-30	x 1	x 0
31-60	x 2	x 1
61-90	x 4	x 1
91-120	x 8	x 2
121-150	x 12	x 2
151-210	x 12	x 4
211-270	x 12	x 8
271+	x 12	x 12
31D permits	\$0.70 per square foot	

Table B3 – Short-Term Uses with Use Fees		
Use Description	Use Code	Permit Type(s)
Installation or removal of encroachments	29B	ROW Complex
ROW construction staging	31	ROW Complex
Scaffolding installation, removal and non-walk thru staging	50	ROW Complex
Crane installation and removal or staging and operation	44	ROW Complex
Pavement restoration	40/51M	ROW Complex
Utility infrastructure	51-51E	ROW Complex & UMP
Privately owned utility	51G	ROW Complex
Preparatory or exploratory work	51I	ROW Complex
Small wireless facility	51Z	ROW Complex

Table B4 – Temporary Activation Use Fees		
Use Description	Use Code	Short Term Use Fees
PSM Temporary Private Street & Sidewalk Activities – Daily Recurrence	3APRI	\$150/day on same permit

Table C1 – Long-Term Uses with Long-Term Occupancy Fees		
Use Description	Use Code	Long-term Occupancy Fee
Fixed ground signs	2A	\$767/sign
Maintenance of at-grade structures	7	See Table C2
Structures, moorage, and overhangs in underwater streets	7A	\$2.18/sf
Maintenance of below- and above-grade structures, including elevated access structures	7C	\$.70/sf
Fenced material storage and private use	12	See Table C2
Active areaways existing prior to January 1, 1995	16	\$.70/sf
First Amendment vending	19B	\$50/month
Stadium event vending	19C	See Table C2
Annual vending from a public place sidewalk or plaza	19E	See Table C2
Annual food-vehicle zone vending (paid parking)	19G	\$478 (each 4-hr period x each day per week)
Annual food-vehicle zone vending (unpaid parking)	19H	\$104 (each 4-hr period x each day per week)
Underground storage tank: non-decommissioned	21	\$767/tank
Permanent soldier piles	22B	\$1011/pile
Structures, moorage, and overhangs in state waterways	WW100	\$2.18/sf

Table C2 - Occupation Fee Model			
Street Category	Urban Center	Urban Village	Neither
Arterial	\$1.40	\$1.35	\$0.90
Non-Arterial	\$1.20	\$1.15	\$0.70

Table D1 – Term Permit Fee Model		
Location	Use Description	Degree of Alienation
Sub-surface	Utility tunnels/structures	0.3
	Vehicle/pedestrian tunnels	0.25
At-grade	Public plazas, artwork	0.1
	Structures, restricted access	0.8
	Utility structures	0.5
Above grade	Overhead building structures	0.75
	Private use skybridges	2
	Semi-public use skybridges	0.75
	Public use skybridges	0.1
	Vehicle bridges	0.5
	Public use vehicle ramps	0.2
Other	Sustainable building features*	0.1

* In order to qualify for this degree of alienation factor, the development must be participating in the City's Living Building Program, be capable of achieving Leadership in Energy and Environmental Design (LEED) platinum certification, or both. Programmatic term permit and franchise agreements fees are established by ordinance.

Term Permit (use code 62) annual occupation fee equation: (land value) x (use area) x (rate of return) x (degree of alienation) + PSM issuance or renewal fee

Table D2- Shoreline Street End Fee Model
Shoreline Street End (use code 11) annual occupation fee equation: (land value) x (use area) x (rate of return) x (demand probability) x (maritime industrial use) + PSM issuance or renewal fee

Table E1 – Citation Penalty Fee Schedule			
Adjacent Lot Zone or Permit Type	Citation Penalty Fee*		
	1st Violation	2nd Violation	3rd + Violation
RSL, SF 5000, SF 7200, or SF 9600 (“Residential Zones”), Public Space Management Permits, or Maintenance Activities**	\$250	\$500	\$1,000
All other zones (“Non-Residential Zones”) or Utility Construction Permits	\$1,000	\$2,000	\$4,000
Snow and ice removal*** in RSL, SF 5000, SF 7200, or SF 9600 (“Residential Zones”)	\$50	\$50	\$50
Snow and ice removal*** in all other zones (“Non-Residential Zones”)	\$250	\$500	\$1,000

*Violators may be subject to subsequent violations within a one-year period

**“Maintenance Activities” includes violations of Chapters 15.20 and 15.43 of the Seattle Municipal Code

***“Snow and ice removal” references Seattle Municipal Code Section 15.48.010

Definitions

<u>Factor/Term</u>	<u>Description</u>
ROW Simple	A simple permit is a permit that requires minimal review, such as a dumpster or storage container.
ROW Complex	A complex permit requires technical review and coordination, such as a 50-foot utility trench, a tower crane or other construction staging.
PSM General Long-Term	Permits issued by Public Space Management and scheduled to renew on an annual basis for long-term, continuing uses of public right-of-way. This applies to Council Term and Shoreline Street End permits as well as the following long-term permit use codes: 2A, 3D, 7, 7A, 7C, 8, 11, 12, 14, 16, 19A, 21, 22B, 29A, 62, WW100, and WW150 that all have base fees listed on Table A. It does not apply to long-term permit use codes 6 and 52 which are included in Table A2.
Public Street & Sidewalk Activities	A public street and sidewalk activity is open to the public.

Private Street & Sidewalk Activities	A private street and sidewalk activity is for invited guests, customers, or a select intended audience only.
PSM Year-round Business Activation Permit	A long-term permit issued by Public Space Management for year-round sidewalk cafes, curbspace cafes, and merchandise displays. This applies to the following long-term use codes: 18A, 18B, 18D, and 18E.
PSM Year-round Business Activation Additional Space	A space is defined as one of the following: a sidewalk frontage zone along a single building frontage, a sidewalk furniture zone along a single building frontage, or a curbspace along a single building frontage. The first space on an application is included in the base PSM Year-round Business Activation Issuance Fee; each additional space is charged an Additional Space fee.
PSM Seasonal Business Activation Permit	A permit issued by Public Space Management for seasonal sidewalk cafes, curbspace cafes, and merchandise displays. These permits are active only from April 1 through October 31 of their issuance year. This applies to the following use codes: 18AS, 18BS, 18DS, 18ES.
Land value	<p>For Term permits, the value of the use area in the right-of-way shall be based on the abutting parcel's current per-square-foot land value as determined by the King County Assessor. If the use area extends beyond the right-of-way centerline or abuts multiple parcels, the permit fee shall be calculated by averaging the abutting parcels' current land values.</p> <p>For Shoreline Street End permits, the value of the use area in the right-of-way shall be based on the abutting parcel's current per-square-foot land value as determined by the King County Assessor. If the use area extends beyond the centerline of the right-of-way or abuts multiple parcels, the permit fee shall be calculated for each portion of the use area according to the current per-square-foot land value of the abutting parcels.</p> <p>If all parcels abutting the Term or Shoreline Street End permitted use area are government-owned and the parcels are not tax assessed in whole or in part by King County, the parcels shall be excluded when establishing the Term or Shoreline Street End permit fee. To determine the permit fee, the current per-square-foot land value as determined by the King County Assessor of the closest privately-owned parcel or parcels with the same zoning or shoreline designation of the Term or Shoreline Street End permitted use area shall be averaged. If the next closest privately-owned parcel or parcels do not have the same underlying zoning or shoreline designation as the abutting government-owned parcel, the Seattle</p>

Department of Transportation shall consult with the City Appraiser. The City Appraiser shall determine if the next closest parcel or parcels with similar zoning or shoreline designation reasonably establishes the current per-square-foot land value of the use area in the right of way for fee calculation purposes.

Use area	Square footage of the permitted encroachment in the right-of-way, as authorized by Seattle Department of Transportation.
Transit/Bike/Ped Impacted	When a transit lane, bike lane or pedestrian sidewalk or pathway is partially closed, but mobility for the traveling public is maintained.
Transit/Bike/Ped Blocked	When a transit lane, bike lane or pedestrian sidewalk or pathway is closed to the traveling public.
Rate of return	Annualized rate of return on market value of the right-of-way, as established by the City Appraiser or a State of Washington Certified General Real Estate Appraiser retained by the Director of Transportation.
Degree of alienation	For Term permits, the degree of impact on the public, utilities, right-of-way, and other potential uses of the right-of-way based on City policy, as established by Seattle Department of Transportation.
Demand probability	For Shoreline Street End permits, the estimated demand of probable use shall be based on factors that include, but are not limited to, location, access, size, view, and topography; as established by the City Appraiser or a State of Washington Certified General Real Estate Appraiser retained by the Director of Transportation. Refer to Ordinance 123611, Attachment A: Demand Probability Factor. The Director of Transportation is authorized to update Attachment A based upon the recommendations of the City Appraiser or a State of Washington Certified General Real Estate Appraiser. The new Demand Probability Factor shall become effective when the updated Demand Probability Factor is adopted by rule.
Maritime Industrial Use Discount Factor	To support the City's policies of protecting its maritime uses, a 50 percent discount factor shall apply to that portion of the Shoreline Street End occupied by a legally established water-dependent or water-related use as defined in Seattle Municipal Code Section 23.60.944.

Use of Shoreline Street End Fees

The Department of Transportation is directed to use the shoreline street end permit fees credited to the Transportation Operating Fund for the following purposes:

- (a) Notifying property owners that abut shoreline street ends of the need for permits for private use of the street end and of the fee schedule;
- (b) Administering and inspecting shoreline street end use;
- (c) Verifying property boundaries and area of use;
- (d) Matching funds for neighborhood improvements of shoreline street ends for public use;
- (e) Signing, demarcating, and maintaining shoreline street ends; or
- (f) Funding street and sidewalk improvements within a half-block radius of any of the shoreline street ends identified in Exhibit A to Resolution 29370 that directly contribute to public access to the shoreline street end.

Use of Vending Fees

Fees for vending activities authorized under Chapter 15.17 shall be deposited in the Transportation Fund. Street Use permit fees for vending activities may be used by other City departments for vending enforcement as authorized by the Director of Transportation and shall be used by the Department of Transportation for the following purposes:

- (a) Administering the vending program, including notifying property owners abutting a proposed vending site designated by the Department of Transportation;
- (b) Verifying property boundaries and square footage of usage;
- (c) Designating pre-approved vending sites by the Department of Transportation;
- (d) Signing and demarcating designated vending sites and food vehicle zones;
- (e) Attending meetings or hearings;
- (f) Preparing documents, legislation, forms, and notices;
- (g) Inspecting and enforcing permitted or illegal vending activity; or
- (h) Engaging in any other vending-related activity as directed by the Director of Transportation.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Transportation	Alyse Nelson 206-423-6330	Christie Parker

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

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE related to street and sidewalk use; to make permanent programmatic elements of the Temporary Business Recovery Permit program that authorized vending, merchandise display, outdoor cafes, and street closures in the city during the COVID-19 pandemic; adding new Chapter 15.15 and new Sections 11.14.711, 11.14.712, 11.14.713, 11.72.452, 15.17.040, and 15.17.051 to the Seattle Municipal Code; renumbering existing Section 11.14.712 of the Seattle Municipal Code as Section 11.14.714; amending Sections 11.14.228, 11.16.280.G, 11.23.160.F, 11.23.420, 11.23.440, 11.31.121, 11.72.195, 15.02.044, 15.02.046, 15.04.010, 15.04.035, 15.04.045, 15.04.060, 15.04.070, 15.04.074, 15.04.090, 15.16.040, 15.16.051, 15.16.080, 15.17.005, 15.17.006, 15.17.152, 15.17.200, 15.32.250.F, and 15.91.002 of the Seattle Municipal Code; and repealing Sections 15.17.007, 15.17.008, 15.17.009, 15.17.050, 15.17.080, 15.17.100, 15.17.120, 15.17.130, 15.17.150, and 15.17.250 of the Seattle Municipal Code; and amending the Street Use Fee Schedule.

Summary and Background of the Legislation:

The Seattle Department of Transportation (SDOT) Public Space Management (PSM) group works with residents, organizations, and businesses to enhance neighborhoods, strengthen communities, enliven public spaces, and promote economic vitality. PSM's permits and programs are designed to be a resource for Seattle's resident and business communities to activate the public realm through outdoor events and business and community enhancements. SDOT PSM has undergone a Racial Equity Analysis for Seattle Municipal Code Title 15 toward reducing barriers and increasing access to our programs. Recommendations from this analysis have influenced the Safe Start pilot program and these subsequent proposed changes to Seattle Municipal Code and SDOT Director's Rules.

SDOT launched the Safe Start Pilot Program in June 2020 to support Seattle small businesses and communities during the COVID-19 pandemic. The program permits are free, SDOT PSM outreach efforts have increased accessibility and participation, and program requirements have evolved to further support businesses as pandemic conditions changed over time. The program includes streamlined options for:

- Outdoor cafés in the curbspace or on the sidewalk for restaurants, cafés and other food/drink establishments;
- Outdoor merchandise displays in the curbspace or on the sidewalk for small businesses to display wares and goods to build visibility;
- Vending permits for food and flower trucks/carts to be allowed in new locations; and

- Street closures for outdoor community events, including small markets, neighborhood gatherings and more.

This legislation amends, adds, and removes provisions to Seattle Municipal Code Title 15 regarding sidewalk cafés, merchandise displays, and vending. Additional revisions to insurance and indemnity sections and to compliance and enforcement sections of Title 15 aim to make future programs and permits more accessible to a wider range of users. This proposal also moves some provisions from Seattle Municipal Code Title 15 to SDOT Director's Rules, where SDOT will have more flexibility to evaluate and adjust programs moving forward.

Proposed changes to Seattle Municipal Code (SMC) and associated SDOT Director's Rules (DR's) include:

Sidewalk and Curbpace Cafés

- No substantive amendments are made to SMC Chapter 15.16, Cafes in the Public Place.
- Director's Rule 02-2019 Cafes in the Public Place will be repealed and replaced with a new version that includes some changes. These changes aim to ensure safety, mobility, and access in the public place while addressing inequities arising from variances in City infrastructure and in local business resources. These include but are not limited to:
 - Add a seasonal café permit option for up to seven months between April 1st and October 31st. (We will continue to offer long-term, renewable permits.)
 - Update design standards to better ensure long-term structural soundness in all-weather conditions.
 - Remove the minimum slope requirement for sidewalk cafes to allow platforms in more cases.
 - Set the maximum length of any outdoor dining in the curbspace to 40 feet. Longer spaces may be allowed based on additional SDOT review of curbspace functions on the block.
 - Allow lighting and heating (electric and propane) elements in outdoor dining space only as allowed by SDCI and SFD permitting.
 - Require individual businesses with private outdoor dining or displays to apply for stand-alone permits even when located within a permitted seasonal or full year street closure area.

Merchandise Displays

- A new Chapter 15.15 Merchandise Display in the Public Place is added to SMC and removed from SMC Chapter 15.17 Vending. This adds detail and clarity to display regulations.
- A new Director's Rule Merchandise Display in the Public Place is added to provide direction to retail establishments wishing to use the public place to display goods. This DR includes changes to former policy and process including, but not limited to:

- Add a seasonal merchandise display permit option for up to seven months between April 1st and October 31st. (We will continue to offer long-term, all-year permits.)
- Remove permit requirement for merchandise displays in the frontage zone that meet standards set forth in this Director's Rule.
- Include diverters for cane detectability as a design standard for both permitted displays and displays allowed in frontage zone without a permit.

Vending

- SMC Chapter 15.17 Vending is re-organized to move content from Code to Director's Rule, to move merchandise display sections to new Chapter 15.15, and to align organizationally with Chapters 15.15 and 15.16 for greater readability.
- SMC Chapter 15.17 Vending is also amended to remove some restrictions which might limit the success of permitted vendors in the public place. Amendments include but are not limited to:
 - Remove restrictions that prohibit vending within 50 feet of a brick-and-mortar business selling food or flowers.
 - Remove limit of two vendors per block face. (SDOT will continue to review for adequate curbspace loading and other site-specific factors before issuing permits.)
 - Remove restriction to allow for vending other goods in addition to food and flowers.
 - Remove restrictions that prohibit vending in a public place abutting lots in specific (Single Family/Neighborhood Residential) zones
 - Remove restrictions that prohibit vending within 1,000 feet of a high school. (SDOT may limit vending based on site context and feedback from nearby schools.)
- A new Director's Rule Vending in the Public Place is added which supersedes SDOT DR 3-2011 and SDOT DR 6-2012. This contains content detail removed from SMC Chapter 15.17 in a format that aligns with the café and merchandise display rules, and expressly allows the following changes to the vending program:
 - Allow vending permits to be issued to non-vendor applicants (in addition to vendor applicants), including an adjacent tenant, adjacent business, adjacent property owner, or a public entity. SDOT will appropriately review and condition vending permits for non-vendor applicants.
 - Specify that vending of other goods beyond food and flowers will be allowed under permitted street closures.
 - Create new 3-month vending permit for food/flower vendors to try out new sites.

Compliance and Enforcement:

- SMC Sections 15.04.010 and 15.91.002 are amended to allow some uses of right-of-way without a permit if user adheres to standards in applicable SDOT Director's Rules.

Permittee Insurance and Indemnity Requirements:

- SMC Section 15.04.045 is amended to allow exceptions to insurance requirements when permitting specified minor uses of right-of-way by Director's Rule.
- SMC section 15.04.060 is amended to allow variations and exceptions to indemnity agreement requirements by Director's Rule.

This legislation also extends the free Safe Start permits for outdoor dining, merchandise display, and street closures to April 1, 2023, from the current expiration date of January 31, 2023. This extension will allow more time for existing Safe Start permittees to evaluate their needs and apply for a new permit while also giving SDOT the time it needs to review the new applications and issue permits before the Safe Start permits expire. The vending permit Safe Start expiration date will remain January 31, 2023.

We charged no fees for temporary permits issued under the Safe Start program. We also waived fees for the duration of the Safe Start program on permits for outdoor café, merchandise display, and vending permits previously issued under our permanent program. This fee waiver and the temporary free permit options will both end when the Safe Start program expires. This legislative package includes an updated Street Use Fee Schedule with changes applicable to most of the permits highlighted above. For sidewalk and curbspace cafes and merchandise display, the new Fee Schedule eliminates occupation fees and focuses on Street Use cost recovery in the issuance and renewal fees. The Fee Schedule also establishes fees for new vending permit types and makes possible a lower cost permitting option for community events.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

Depending on the location and type of permit, parking meter revenues may be reduced. The current permitting volume has reduced parking revenue by an estimated \$100,000 in the General Fund.

The new Street Use Fee Schedule eliminates occupation fees for outdoor dining and merchandise displays, which generated approximately \$110,000 in revenue in 2019 in the Transportation Fund. Occupation fees included a per-square-foot fee as well as a fee based on lost parking revenue that was charged to curb space cafes. These occupation fees were intended to encourage efficient use of the public right-of-way and discourage any private use that does not provide public benefits. Business activation uses like cafés help to provide a lively and vibrant streetscape and align with our city climate goals by transforming vehicle parking spaces into gathering places.

While eliminating occupation fees, we are proposing to increase permit issuance and renewal fees for many uses, including outdoor dining and merchandise displays. The new permit issuance and renewal fees will be much closer to cost recovery than the previous rate, meaning we will reduce reliance on the use of occupation fees to cover costs now more fully-recovered during the review and renewal process.

SDOT estimates a need for an additional temporary position in 2023 and 2024 with an annual additional cost increase of \$78,000. This cost will likely be partially or entirely offset by permit fee revenues, which are estimated at \$625,000 annually.

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

By not implementing this legislation and new fee schedule, the Safe Start Permits would expire on January 31, 2023 and SDOT would re-implement fees for the above-permitted uses of the right-of-way. Without this legislation and fee schedule update, many of the restaurants, businesses, and community groups that have activated the right-of-way would likely remove their permitted uses and Seattle could see lower outdoor dining and other public activation use of the right-of-way.

4. OTHER IMPLICATIONS

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

This legislation helps work towards the goals of numerous other departments. By helping restaurants and other small businesses expand their outdoor activities, this legislation helps meet the Office of Economic Development's goals of supporting small and micro-business and partnering with neighborhood business districts to deliver vibrant neighborhoods and community ownership.

This legislation helps make it easier for restaurants to have cafes dining in the curbspace, as well as businesses and community groups to close all or part of a street. These actions convert space largely set aside for motor vehicle use and storage to space for people and help meet the climate and environmental goals of the City of Seattle and many of its departments, including the Office of Sustainability and Environment.

SDOT has worked closely with other city departments in crafting these recommendations, including SDCI, OED, and SFD.

b. Is a public hearing required for this legislation?

No. However, SDOT has run an extensive multi-phased outreach program over the past 24 months, including a survey with over 10,000 responses.

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

Public notice for the State Environmental Policy Act and Director's Rules was completed prior to Council action.

d. Does this legislation affect a piece of property?

This legislation affects the public right-of-way across the city, which abuts property citywide.

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

The proposal is centered on strategies meant to lower barriers for small businesses and community groups to operate successfully outdoors in the right-of-way, including BIPOC and immigrant-owned small businesses. While this package is focused on higher-level Seattle Municipal Code and Director's Rule changes, successful implementation will require new strategies still in development, including new promotional and educational materials, options for incremental fee payments, and strategies to encourage more community driven activations of public space to support local neighborhood planning efforts. The project team is performing a Racial Equity Toolkit (RET) analysis to develop a cohesive plan for outreach, new programmatic pilots, and internal practices.

Prior SDOT communication via the SDOT blog have been translated into Seattle's tier 1 languages, and SDOT will continue to follow that model. Translation services are available to all permit applicants who require language assistance in the permit application process.

f. Climate Change Implications

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

This legislation is likely to decrease carbon emissions across Seattle by making Seattle's right-of-way more people-centered and removing curbspace car parking spaces for outdoor business and community activation purposes.

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

The actions proposed in this legislation will increase Seattle's resiliency to climate change in a material way. By making it easier for Seattleites to use their streets and sidewalks in more people-centric ways, the City is better able to remain a vibrant, healthy space as Seattle's residents and visitors make the necessary shift away from single-occupancy vehicle travel as a primary mode of transportation.

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

N/A – this is a modification of existing programs based on lessons learned during our pandemic permitting program.

Summary Attachments:

Draft Long-term Recommendations

Updates to Outdoor Dining, Vending, Merchandise Display,
and Street & Sidewalk Activities Programs

Alyse Nelson, Joel Miller

Our Vision, Mission, Values, & Goals

Vision: Seattle is a thriving equitable community powered by dependable transportation

Mission: to deliver a transportation system that provides safe and affordable access to places and opportunities

Committed to **6 core values:**

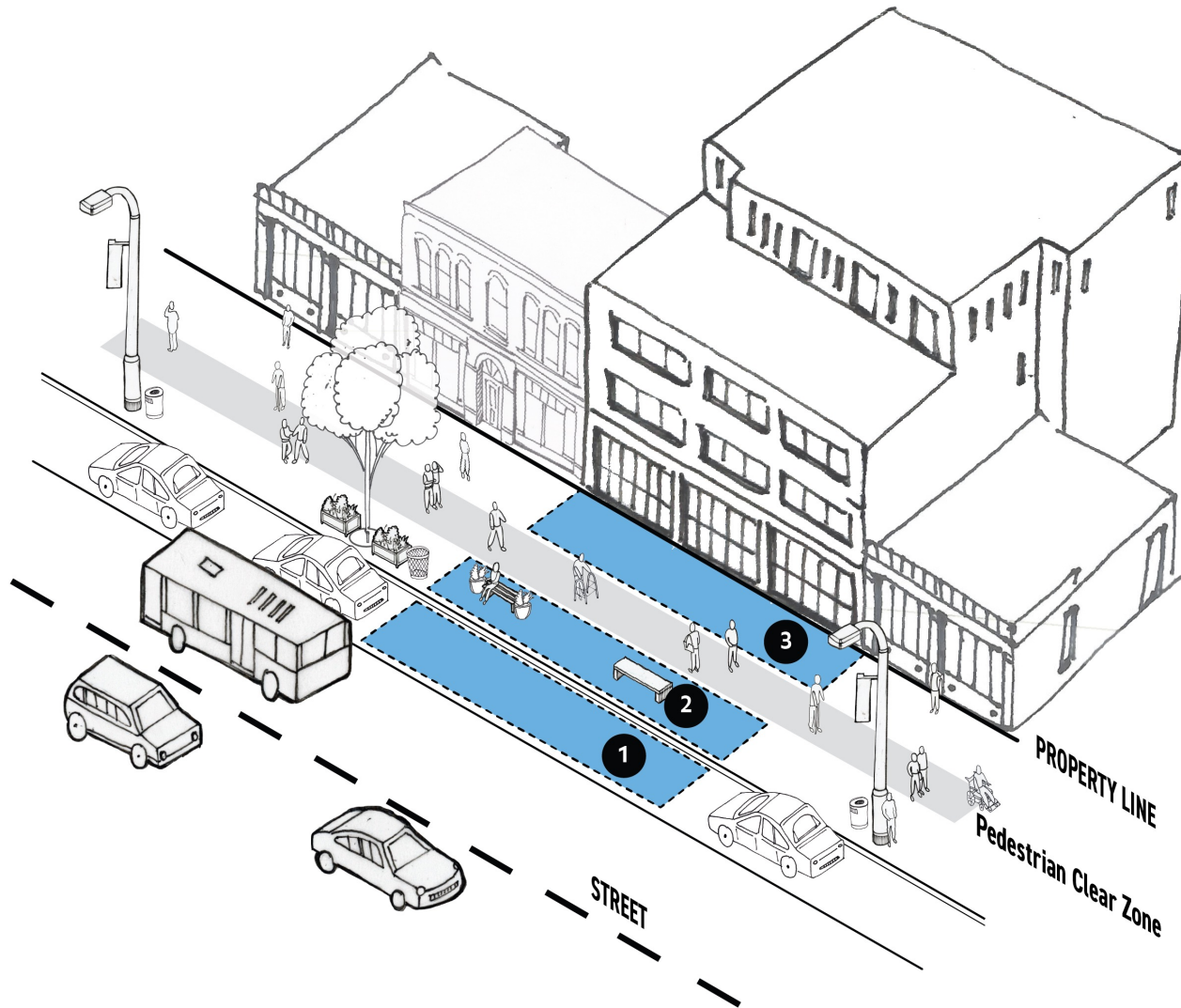
- Equity
- Safety
- Mobility
- Sustainability
- Livability
- Excellence

Presentation outline

- Background
- Outreach & Themes
- Recommendations



Public Space Management 101



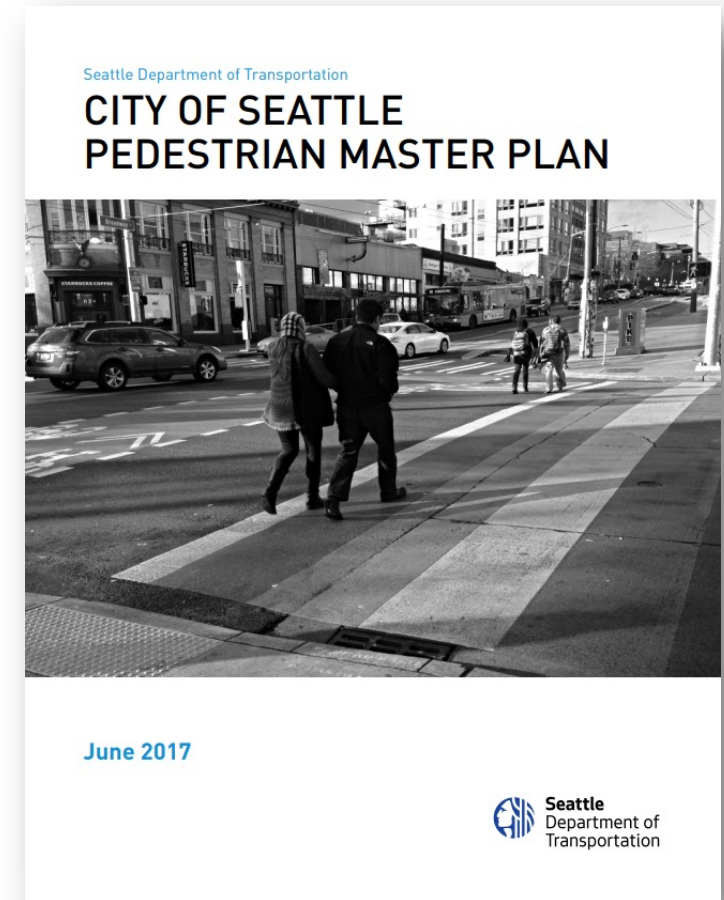
1. Curbspace
2. Furniture Zone
3. Frontage Zone

Timeline



Policy support

- To align with Seattle 2035 Comp Plan
- To fulfill the vision of the Pedestrian Master Plan:
 - Seattle is the most walkable and accessible city in the nation
 - Ensure our standards reflect the increasing demand for sidewalk space
- To align with Transportation Equity Framework
- To align with climate goals



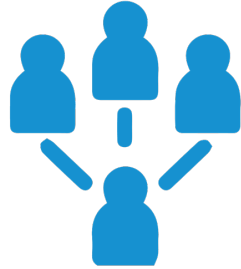
"Develop a more vibrant city by creating streets and sidewalks that generate economic and social activity, adding to the city's overall health, prosperity, and happiness" - Seattle 2035

Safe Start outreach to-date



Surveys

- General survey with over 10,000 responses
- Surveys to participating and non-participating businesses
- Surveys and interviews with vendors



Community Meetings

- Disability rights groups
- Business advocacy groups
- Internal stakeholders
- Transportation advocates



BIPOC-focused Outreach

- 2020 RET on Title 15
- Our Transportation Equity Workgroup
- 1x1 interviews with BIPOC stakeholders, businesses, and community groups



Evaluations

- Safe Start 1.0
- Seattle Together Streets
- Market Streets

Safe Start outreach to-date

Support for Safe Start Permits:



90%

Cafés in the
curb space



90%

Sidewalk cafés



90%

Street closures
for dining and
shopping



89%

Food trucks or
carts in curb
spaces



83%

Food carts on
sidewalks



65%

Sidewalk retail
displays



59%

Retail displays
in curb spaces

Source: Summer 2021 public and business community survey regarding the Safe Start street use permitting program.

Safe Start 1.0 learnings

- People strongly supported the program
- Strong support for lowered costs and barriers
- We're viewed as a partner rather than burdensome process
- Public space activation still requires substantial investment of time and money
- People disliked impacts to parking and travel, impacts to sidewalks



Safe Start 2.0 themes

- **Equity**

- Lower fees and lower barriers (RET, TEF Lab)
- Implement programs to support BIPOC-owned small businesses (TEF Lab)

- **Flexibility**

- Move rules from SMC to Director's Rules
- Implement Director's Rules that allow consistent decision making
- Evaluate and adjust

- **Collaborative Approach**

- Continue collaborative coaching for applicants
- Increase and improve educational tools
- Implement programs to build community capacity in permitting process



Proposed changes: outdoor dining

- Emphasize the public nature of the street, fit into and enhance streetscape
- Cafes are visually permeable, attractive, durable, graffiti-resistant, and easy to clean and maintain
- Public space outside of business hours (can't lock up the space)



Proposed changes: vending



- Eliminate 50' buffer from food & flower businesses
- Remove limitation of max 2 vendors per block face
- Eliminate setbacks from high schools & parks
- New "trial" vending permit option
- Allow vending in Neighborhood Residential zones (detailed implementation to be addressed by Director's Rule)
- Remove codified barriers to other types of vending (merchandise, arts & crafts) and develop guidelines to be adopted by Director's Rule to try out new options incrementally

Proposed changes: street closures

- Allow ongoing street closures to support business, with both full-year and seasonal options
- Single-business closures will only be allowed if public seating or community programming are provided
- Full-year or seasonal permits will be issued for public events
- Private street and sidewalk closures will be allowed for shorter duration events only



Proposed changes: merchandise displays



- No permit required for frontage zone merchandise display (standards)
- Furniture zone displays require permits (either seasonal or long-term)
- Curb space merchandise display no longer allowed

Proposed changes: fees

- Will be reintroduced in 2023
- Focus on cost recovery
- Level set between curbspace and sidewalk cafes
- Nominal fees for public street & sidewalk activities and closures
- Exploring strategies to lower barriers for participation



Questions?

Stay in touch:



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Joel Miller: joel.miller@seattle.gov



www.seattle.gov/transportation

September 16, 2022

MEMORANDUM

To: Transportation and Seattle Public Utilities Committee
From: Calvin Chow, Analyst
Subject: Proposed changes to SDOT's Public Space and Business Activation Permits

On September 20, 2022, the Transportation and Seattle Public Utilities (TSPU) Committee will hear an informational item related to the Seattle Department of Transportation's (SDOT's) public space permit programs and SDOT's proposal to transition from interim COVID-19 mitigation measures to permanent program changes. Legislation to implement these program changes is anticipated to be heard at the December 6, 2022 TSPU Committee, following the break in committee schedule for Council budget deliberations.

Background

Prior to the onset of the COVID-19 pandemic, SDOT engaged in a series of initiatives to promote activation of public spaces; these included permitting of streateries, parklets, play streets and other programs to support non-vehicular use of the right-of-way. These programs became a key part of the City's COVID-19 response to allow for outdoor social distancing and to support economic activity during the public health emergency. Collectively, these programs are also referred to as the Safe Start Permit Program.

While SDOT implemented these programs under existing code authority, Council action was necessary to allow for free permits in order to make these programs more accessible. In September 2020, Council passed [Ordinance 126159](#) (later extended by [Ordinance 126339](#) and [Ordinance 126544](#)) establishing a no-cost Temporary Business Recovery Use permit (which covers uses such as cafés, merchant displays, and vending) in the Street Use Fee Schedule. Fees for existing permits covering these activities were waived to be consistent with the no-cost permits. The Temporary Business Recovery Use permit is currently authorized through January 31, 2023, after which the existing fee structure ([Ordinance 126474](#)) would apply.

In authorizing the no-cost permits, Council directed SDOT to develop a permanent permitting proposal to allow for these business uses to continue after the COVID-19 pandemic, drawing on SDOT's experience with the Temporary Business Recovery Use permits. The Council directed SDOT to provide a draft proposal by March 31, 2022 and propose legislation by June 30, 2022.

On February 1, 2022, SDOT presented an [update](#) on the Safe Start Permit Program to the TSPU Committee. In that presentation, SDOT reported issuing 276 Safe Start permits and shared the results of a [2021 survey](#) assessing general public and business owner support for the different

permitted uses. While the survey showed positive support for all the surveyed uses, support for cafés and food service vending was stronger than for retail displays in the public right-of-way. The committee discussion included a preview of SDOT’s approach to permanent program changes, including SDOT’s intention to seek flexibility through greater use of Director’s Rules.

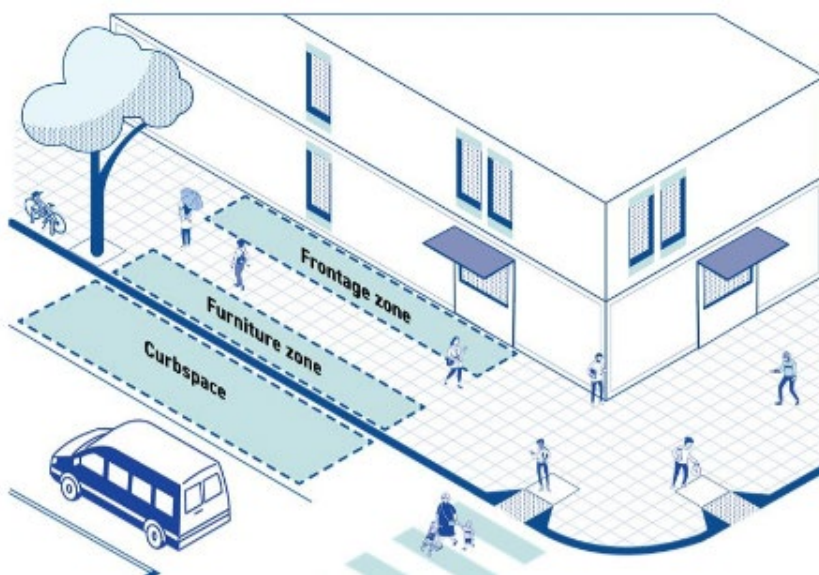
Draft Program Changes and Director’s Rules

On August 1, 2022, SDOT released [draft legislation](#) that would make comprehensive revisions to the Street Use Code. The proposed code changes would provide more flexibility for SDOT to administer permits by Director’s Rule, remove some prescriptive code requirements related to vending activities, and revise language throughout the Street Use Code for consistency.

The use of Director’s Rules would allow SDOT to adjust permit requirements as SDOT gains more experience with the program without additional legislation. Procedures for adopting Director’s Rules are covered under the City’s Administrative Code ([Chapter 3.02](#) Seattle Municipal Code) and include a public review and petition process, but do not require formal Council action. In conjunction with the draft legislation, SDOT also released draft Director’s Rules for [cafés](#), [merchandise displays](#), and [vending](#) for public comment.

The draft Director’s Rule for cafés is largely an update to an existing [2019 Director’s Rule](#) and provides location, siting, and design standards for cafés. Cafés would be allowable permitted uses in the frontage zone, the furniture zone, and in the curbspace, adjacent to businesses. Figure 1 provides a visual representation of these locations. The updated rule would also clarify permit application and administration procedures, and the responsibilities of the permittee.

Figure 1: Illustration of defined locations



The draft Director’s Rule for merchandise displays provides location, siting, and design standards for displays. The draft rule would not allow displays in the curbspace, but would allow for displays in the frontage zone to be established without a permit if the use meets specified clearance requirements for pedestrian mobility. Displays in the furniture zone would require a permit. The draft rule describes the permit application and administration procedures, and the responsibilities of the permittee/display owner.

The draft Director’s Rule for vending includes many of the requirements that are proposed to be removed from the Street Use Code and managed administratively. The draft rule highlights additional requirements for vending locations near parks, in the Pike Place Historical District, and in the Stadium and Event Vending Area. The draft rule prohibits vending in the Stadium Restricted Vending Area and prohibits route vending (essentially ice cream trucks) in defined areas of Downtown and the University District. The draft rule describes the permit application and administration procedures, and the responsibilities of the permittee.

Draft Fee Schedule

The SDOT proposal includes an updated Street Use Fee Schedule with revised permit fees for these business activation uses that would take effect once the no-cost permits expire. A summary of these permit costs is shown in Table 1. Year-round uses that request multiple locations (i.e., frontage zone, furniture zone, and curbspace locations) would trigger a \$200 fee per additional space. More complicated proposals may also trigger additional costs for specialized review or inspections, and the listed Street Use Fee would not cover other permits that may be necessary to support the proposed use (such as for new electrical service).

Table 1: Proposed cost of select street use permits

	New Permit Issuance Fee	Permit Renewal Fee
Outdoor Dining – Year	\$1,220	\$588
Outdoor Dining – Seasonal	\$500	-
Merchandise Display – Year	\$1,220	\$588
Merchandise Display – Seasonal	\$500	-
Vending New	\$950	\$533
Vending Temp (3 month)	\$200	-
Vending Temp (daily)	\$75	-
Street & Sidewalk Activities – Public Year-Round	\$200	-
Street & Sidewalk Activities – Public Seasonal	\$75	-
Street & Sidewalk Activities – Public Temporary	\$75	-
Street & Sidewalk Activities – Private: plaza/sidewalk/curb	\$910	-
Street & Sidewalk Activities – Private: travel lane impact	\$910	-

This proposed fee schedule simplifies the permit fee structure for business activation uses. Under the existing fee schedule, the total permit fee includes a separate issuance charge, review charge, occupation charge, and loss of parking charge. Under the proposed fee schedule, a flat issuance fee would be charged instead. This approach would provide greater cost certainty to businesses in considering whether to apply for a permit. Note that the proposed fee schedule maintains occupancy fees for other public locations (such as vending in public plazas or at Stadium events) and for food-truck vending zone permits (which remain based on parking space occupation).

The proposed changes in fee structure would mean that some permittees will see lower fees under the proposed fee schedule, while others will see higher fees. This structural change makes it difficult to make direct comparisons with existing fees, however SDOT has examples of the resulting change in permit cost to representative uses.

As an example, a combined sidewalk and curbspace café in a paid parking zone would expect to pay approximately \$3,800 annually under the existing fee schedule. The fee under the proposed fee schedule would be \$1,420; this includes the \$1,220 issuance fee shown in Table 1 plus the \$200 fee for an additional location (i.e., sidewalk and curbspace) for the first year. The cost for annual permit renewal under the proposed fee schedule would be \$588.

Another example would be issuance fees for a 120 square-foot sidewalk café, which would pay approximately \$524 under the existing fee schedule and would pay \$1,220 under the proposed fee schedule. Renewal fees for this café would be \$437 under the existing fee schedule and \$588 under the proposed fee schedule.

The proposed fee schedule was developed with a goal of full cost recovery for administration of the permit program, but also includes lower fees to incentivize seasonal, temporary, and public uses of the right-of-way. Based on anticipated permit volumes, SDOT estimates the annual program cost to be \$625,000 with permit fees generating \$547,000 of revenue. This would result in a \$78,000 program subsidy which will have to be accounted for in future budgets. Actual program costs and revenues will vary depending on the level of permit activity.

Considerations

The SDOT proposal reflects a transition from the COVID-19 emergency and a return to regular business operations. During the COVID-19 pandemic, providing outdoor space for social distancing and seating allowed for continued economic activity under public health restrictions. As part of regular business operations, these programs provide increased seating and display capacity for business.

These programs appear to offer greater utility to food service businesses, and have proved popular with the public as a way to activate public spaces in business districts. Through these programs, many businesses have constructed permitted structures that can support other public uses outside of the business' operating hours. These programs affect the character of business districts, enhancing vibrancy and livability in these neighborhoods.

SDOT's proposal to manage these programs through Director's Rules allows greater administrative flexibility to adjust permit requirements as these programs evolve, within the bounds of the Street Use Code. The proposed Director's Rules include clearance standards to maintain pedestrian mobility and protect other designated curb uses (such as commercial loading zones, bus zones, or disabled parking). Director's Rules are governed by the Administrative Code, which includes provisions for petition to the Hearing Examiner.

The proposed Street Use Fee Schedule would approach full cost recovery for these permit programs, which have been subsidized during the COVID-19 pandemic. The draft fee schedule would reduce the cost of utilizing parking curbspace and would level the permit fees between sidewalk café and curbside café uses.

Based on active 2022 permits, SDOT estimated that business activation uses impacted 86 paid parking spaces, resulting in an estimated loss of \$100,000 of parking meter revenue for the year. There is no available estimate of the economic activity supported by the 2022 permits or of the associated sales tax revenue.

Next Steps

Following discussion at the September 20, 2022, TSPU Committee and the break in committee schedule for Council's budget deliberations, legislation to implement this proposal would be heard at the December 6, 2022, TSPU Committee. If the committee recommends passage, the legislation could be considered at the December 13, 2022, Full Council meeting.

Authorization for the Temporary Business Recovery Use permits expires on January 31, 2023. As part of the legislation, SDOT anticipates requesting an extension of the no-cost permits into 2023 to provide time to transition to the new permitting structure. Program costs would need to be absorbed by SDOT during the extension of the no-cost permit program.

cc: Esther Handy, Director
Aly Pennucci, Deputy Director
Brian Goodnight, Lead Analyst

Amendment 1 to CB 120429 – SDOT Street Activation Permits

Sponsor: Councilmember Strauss

Technical Amendment to Street Use Fee Schedule

Effect: This amendment would substitute a new Attachment A to show the specific changes to the Street Use Fee Schedule currently in effect (filed with the City Clerk on October 27, 2022). This amendment would also authorize SDOT to publish a clean version of the revised Street Use Fee Schedule as shown in a new Attachment B.

This amendment does not make any policy changes to the proposed legislation; the proposed changes allow for better transparency and version control of the Street Use Fee Schedule.

Amend Section 44 as follows:

Section 44. The SDOT Street Use Fee Schedule is ~~replaced by~~ amended as identified in Attachment A (Seattle Department of Transportation Street Use Fee Schedule – redline version) to this ordinance. The Council authorizes SDOT to publish and post Attachment B (Seattle Department of Transportation Street Use Fee Schedule – clean version) to this ordinance. Otherwise, authority to adjust rates and fees as authorized in Ordinances 125945, 125706, and 125185 remains in effect.

Amend list of attachments as follows:

Attachments:

~~Attachment A – Seattle Department of Transportation Street Use Fee Schedule~~
Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version
Attachment B: Seattle Department of Transportation Street Use Fee Schedule – clean version

Substitute Attachment A with Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version.

Add a new Attachment B: Seattle Department of Transportation Street Use Fee Schedule – clean version.

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

Table A – Base Permit Fees	
Permit Type	Base Permit Fee
ROW Simple Issuance	\$194
ROW Complex Issuance	\$698
Major (SIP/UMP) Permit Issuance	\$8,262
SIP Lite Issuance	\$3,161
No Permit/No Job Start Fee	\$339
Street Vacation Processing	\$11,042
Council Term Issuance	\$395
((PSM Short-Term Issuance)) *	(((\$300))
((PSM)) <u>General</u> Long-Term Issuance	\$395
((PSM)) <u>General</u> Long-Term Renewal	\$300
<u>Year-round Public Street & Sidewalk Activities Issuance, including Year-round Farmers Markets</u>	<u>\$200</u>
<u>Seasonal or Temporary Public Street & Sidewalk Activities Issuance, including Seasonal Farmers Markets</u>	<u>\$75</u>
<u>Temporary Private Street & Sidewalk Activities Issuance</u>	<u>\$910 + Table B4</u>
<u>Year-round Business Activation Issuance</u>	<u>\$1,220 + \$200 for each Additional Space</u>
<u>Year-round Business Activation Renewal</u>	<u>\$588</u>
<u>Seasonal Business Activation Issuance</u>	<u>\$500</u>
<u>Year-round Site-Specific Vending Issuance</u>	<u>\$950</u>
<u>Year-round Site-Specific Vending Renewal</u>	<u>\$553</u>
<u>4-month Site Trial Vending Issuance</u>	<u>\$200</u>
<u>Temporary Event Vending (max 4 event days) Issuance</u>	<u>\$75</u>
<u>Annual Route Vending Issuance</u>	\$300
<u>Event Pole Banner Issuance</u>	\$300

**Note Short-Term Issuance permit type name is being removed because the fee only applies to two remaining use types upon Safe Start legislation approval, so we are describing them in full (bottom two rows).*

Table A1 – Hourly Review and Inspection Service Rates	
Service Rate Type (for all City staff)	Rate
Hourly Review and Inspection	\$332
Overtime Hourly Review and Inspection	\$665

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

Table A2 - Uses with No Base Permit Fee	
Use Description	Use Code
Gardening in the ROW	1
Tree Planting, Pruning or Removal	1A, 1B, and 1C
Unimproved right-of-way and shoulder planting with minimal ground disturbance of 1 cubic yard or less	1D
Miscellaneous User per SMC 15.04.100	54
Residential Street Barricading for Neighborhood Activation (e.g. block parties, play streets)	54B
Barricading for Public Safety	54C
Sidewalk or Driveway Maintenance or Repair (less than 100 sq. ft.)	55
First Amendment Vending or Expressive Activity	19B/19K
Public Activation Amenities (e.g. street furniture, art)	52
Advertising in the ROW (e.g. signs, graphics)	6
((Temporary Business Recovery Uses (e.g., cafes, displays, vending) – Through January 31, 2023))	((3AA))
<u>Temporary Business Recovery Uses (vending) – Expire no later than January 31, 2023 and no new permit issuances allowed after passage of permanent legislation</u>	<u>3AA</u>
<u>Temporary Business Recovery Uses (cafes, displays, street closures) – Expire no later than June 30, 2023 or as soon thereafter as SDOT is ready to implement the adaptations from the Temporary Business Recovery permit program and no new permit issuances allowed after passage of permanent legislation</u>	<u>3AA</u>

Table A3 – Modification Fee	
Use Description	Modification Fee
Standard Permit Modification Issuance	\$278

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

Table B1 – Use Fee Model						
Density Factors	Urban Center		Urban Village		Neither	
	\$1.10		\$0.70		\$0.20	
Mobility/Safety Factors						
Street Category	Arterial		Non-Arterial		Alley	
	\$0.40		\$0		\$0	
Modal Priority	Transit Blocked	Transit Impacted	Bike Blocked	Bike Impacted	Ped Blocked	Ped Impacted
	\$0.20	\$0	\$0.20	\$0	\$0.20	\$0.10
Use Fee Calculation						
Summation of all uses by frontage: (Sum of all Factors) x (s.f. occupied/100) x (Duration) x (Escalation Rate per Table B2)						

Table B2 – Use Fee Model Escalation Rates		
Duration (days)	Arterial	Non-Arterial
0-30	x 1	x 0
31-60	x 2	x 1
61-90	x 4	x 1
91-120	x 8	x 2
121-150	x 12	x 2
151-210	x 12	x 4
211-270	x 12	x 8
271+	x 12	x 12
31D permits	\$0.70 per square foot	

Table B3 – Short-Term Uses with Use Fees		
Use Description	Use Code	Permit Type(s)
Installation or removal of encroachments	29B	ROW Complex
ROW construction staging	31	ROW Complex
Scaffolding installation, removal and non-walk thru staging	50	ROW Complex
Crane installation and removal or staging and operation	44	ROW Complex
Pavement restoration	40/51M	ROW Complex
Utility infrastructure	51-51E	ROW Complex & UMP
Privately owned utility	51G	ROW Complex
Preparatory or exploratory work	51I	ROW Complex
Small wireless facility	51Z	ROW Complex

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

Table B4 – Temporary Activation Use Fees		
<u>Use Description</u>	<u>Use Code</u>	<u>Short Term Use Fees</u>
<u>Temporary Private Street & Sidewalk Activities – Daily Recurrence</u>	<u>3C</u>	<u>\$150/day after the first date on same permit</u>

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

Table C1 – Long-Term Uses with Long-Term Occupancy Fees		
Use Description	Use Code	Long-term Occupancy Fee
Fixed ground signs	2A	\$767/sign
Maintenance of at-grade structures	7	See Table C2
Structures, moorage, and overhangs in underwater streets	7A	\$2.18/sf
Maintenance of below- and above-grade structures, including elevated access structures	7C	\$.70/sf
Fenced material storage and private use	12	See Table C2
Active areaways existing prior to January 1, 1995	16	\$.70/sf
((Merchandise displays))	((18A))	((See Table C2))
((Sidewalk cafes))	((18B))	((See Table C2))
((Curb space café (paid parking)))	((18D))	((See Table C2 + \$3176/removed paid parking space))
((Curb space café (unpaid parking)))	((18E))	((See Table C2 + \$300/removed unpaid parking space))
First Amendment vending	19B	\$50/month
Stadium event vending	19C	See Table C2
Annual vending from a public place sidewalk or plaza	19E	See Table C2
Annual food-vehicle zone vending (paid parking)	19G	\$478 (each 4-hr period x each day per week)
Annual food-vehicle zone vending (unpaid parking)	19H	\$104 (each 4-hr period x each day per week)
Underground storage tank: non-decommissioned	21	\$767/tank
Permanent soldier piles	22B	\$1011/pile
Structures, moorage, and overhangs in state waterways	WW100	\$2.18/sf

Table C2 - Occupation Fee Model			
Street Category	Urban Center	Urban Village	Neither
Arterial	\$1.40	\$1.35	\$0.90
Non-Arterial	\$1.20	\$1.15	\$0.70

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

Table D1 – Term Permit Fee Model		
Location	Use Description	Degree of Alienation
Sub-surface	Utility tunnels/structures	0.3
	Vehicle/pedestrian tunnels	0.25
At-grade	Public plazas, artwork	0.1
	Structures, restricted access	0.8
	Utility structures	0.5
Above grade	Overhead building structures	0.75
	Private use skybridges	2
	Semi-public use skybridges	0.75
	Public use skybridges	0.1
	Vehicle bridges	0.5
	Public use vehicle ramps	0.2
Other	Sustainable building features*	0.1

* In order to qualify for this degree of alienation factor, the development must be participating in the City's Living Building Program, be capable of achieving Leadership in Energy and Environmental Design (LEED) platinum certification, or both. Programmatic term permit and franchise agreements fees are established by ordinance.

Term Permit (use code 62) annual occupation fee equation: (land value) x (use area) x (rate of return) x (degree of alienation) + PSM issuance or renewal fee

Table D2- Shoreline Street End Fee Model
Shoreline Street End (use code 11) annual occupation fee equation: (land value) x (use area) x (rate of return) x (demand probability) x (maritime industrial use) + PSM issuance or renewal fee

Table E1 – Citation Penalty Fee Schedule			
Adjacent Lot Zone or Permit Type	Citation Penalty Fee*		
	1st Violation	2nd Violation	3rd + Violation
RSL, SF 5000, SF 7200, or SF 9600 (“Residential Zones”), Public Space Management Permits, or Maintenance Activities**	\$250	\$500	\$1,000
All other zones (“Non-Residential Zones”) or Utility Construction Permits	\$1,000	\$2,000	\$4,000
Snow and ice removal*** in RSL, SF 5000, SF 7200, or SF 9600 (“Residential Zones”)	\$50	\$50	\$50
Snow and ice removal*** in all other zones (“Non-Residential Zones”)	\$250	\$500	\$1,000

*Violators may be subject to subsequent violations within a one-year period

**“Maintenance Activities” includes violations of Chapters 15.20 and 15.43 of the Seattle Municipal Code

***“Snow and ice removal” references Seattle Municipal Code Section 15.48.010

Definitions

Factor/Term

Description

ROW Simple

A simple permit is a permit that requires minimal review, such as a dumpster or storage container.

ROW Complex

A complex permit requires technical review and coordination, such as a 50-foot utility trench, a tower crane or other construction staging.

((PSM))

((Public Space Management (PSM) issues permits ranging from short-term activation of the right of way (e.g., neighborhood block parties) to long-term renewing permits for private encroachments like retaining walls and sidewalk cafes. This includes term permits and shoreline street ends, as well as pilot projects. This applies to the following short-term use codes: 3A, 3AA, 3B, 3C, 19B-19K, 52A, 54B. This applies to the following long-term use codes: 2A, 3D, 6, 7, 7A, 7C, 8, 11, 12, 14, 16, 18A, 18B, 18D, 18E, 19A, 21, 22B, 29A, 52, 62, WW100, WW150.))

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

<u>General Long-Term</u>	<u>Permits scheduled to renew on an annual basis for long-term, continuing uses of public right-of-way. This applies to Council Term and Shoreline Street End permits as well as the following long-term permit use codes: 2A, 3D, 7, 7A, 7C, 8, 11, 12, 14, 16, 19A, 21, 22B, 29A, 62, WW100, and WW150 that all have base fees listed on Table A. It does not apply to long-term permit use codes 6 and 52 which are included in Table A2.</u>
((Short-Term))	((Permits that are not renewed and are generally less than one year in duration.))
((Long-Term))	((Permits that are scheduled to renew on an annual basis.))
<u>Public Street & Sidewalk Activities</u>	<u>A public street and sidewalk activity is open to the public.</u>
<u>Private Street & Sidewalk Activities</u>	<u>A private street and sidewalk activity is for invited guests, customers, or a select intended audience only.</u>
<u>Year-round Business Activation Permit</u>	<u>A long-term permit for year-round sidewalk cafes, curbspace cafes, and merchandise displays. This applies to the following long-term use codes: 18A, 18B, 18D, and 18E.</u>
<u>Year-round Business Activation Additional Space</u>	<u>A space is defined as one of the following: a sidewalk frontage zone along a single building frontage, a sidewalk furniture zone along a single building frontage, or a curbspace along a single building frontage. The first space on an application is included in the base Year-round Business Activation Issuance Fee; each additional space is charged an Additional Space fee.</u>
<u>Seasonal Business Activation Permit</u>	<u>A permit for seasonal sidewalk cafes, curbspace cafes, and merchandise displays. These permits are active only from April 1 through October 31 of their issuance year. This applies to the following use codes: 18AS, 18BS, 18DS, 18ES.</u>

Land value	<p>For Term permits, the value of the use area in the right-of-way shall be based on the abutting parcel's current per-square-foot land value as determined by the King County Assessor. If the use area extends beyond the right-of-way centerline or abuts multiple parcels, the permit fee shall be calculated by averaging the abutting parcels' current land values.</p> <p>For Shoreline Street End permits, the value of the use area in the right-of-way shall be based on the abutting parcel's current per-square-foot land value as determined by the King County Assessor. If the use area extends beyond the centerline of the right-of-way or abuts multiple parcels, the permit fee shall be calculated for each portion of the use area according to the current per-square-foot land value of the abutting parcels.</p> <p>If all parcels abutting the Term or Shoreline Street End permitted use area are government-owned and the parcels are not tax assessed in whole or in part by King County, the parcels shall be excluded when establishing the Term or Shoreline Street End permit fee. To determine the permit fee, the current per-square-foot land value as determined by the King County Assessor of the closest privately-owned parcel or parcels with the same zoning or shoreline designation of the Term or Shoreline Street End permitted use area shall be averaged. If the next closest privately-owned parcel or parcels do not have the same underlying zoning or shoreline designation as the abutting government-owned parcel, the Seattle Department of Transportation shall consult with the City Appraiser. The City Appraiser shall determine if the next closest parcel or parcels with similar zoning or shoreline designation reasonably establishes the current per-square-foot land value of the use area in the right of way for fee calculation purposes.</p>
Use area	<p>Square footage of the permitted encroachment in the right-of-way, as authorized by Seattle Department of Transportation.</p>
Transit/Bike/Ped Impacted	<p>When a transit lane, bike lane or pedestrian sidewalk or pathway is partially closed, but mobility for the traveling public is maintained.</p>
Transit/Bike/Ped Blocked	<p>When a transit lane, bike lane or pedestrian sidewalk or pathway is closed to the traveling public.</p>
Rate of return	<p>Annualized rate of return on market value of the right-of-way, as established by the City Appraiser or a State of Washington Certified General Real Estate Appraiser retained by the Director of Transportation.</p>

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

Degree of alienation	For Term permits, the degree of impact on the public, utilities, right-of-way, and other potential uses of the right-of-way based on City policy, as established by Seattle Department of Transportation.
Demand probability	For Shoreline Street End permits, the estimated demand of probable use shall be based on factors that include, but are not limited to, location, access, size, view, and topography; as established by the City Appraiser or a State of Washington Certified General Real Estate Appraiser retained by the Director of Transportation. Refer to Ordinance 123611, Attachment A: Demand Probability Factor. The Director of Transportation is authorized to update Attachment A based upon the recommendations of the City Appraiser or a State of Washington Certified General Real Estate Appraiser. The new Demand Probability Factor shall become effective when the updated Demand Probability Factor is adopted by rule.
Maritime Industrial Use Discount Factor	To support the City’s policies of protecting its maritime uses, a 50 percent discount factor shall apply to that portion of the Shoreline Street End occupied by a legally established water-dependent or water-related use as defined in Seattle Municipal Code Section 23.60.944.

Use of Shoreline Street End Fees

The Department of Transportation is directed to use the shoreline street end permit fees credited to the Transportation Operating Fund for the following purposes:

- (a) Notifying property owners that abut shoreline street ends of the need for permits for private use of the street end and of the fee schedule;
- (b) Administering and inspecting shoreline street end use;
- (c) Verifying property boundaries and area of use;
- (d) Matching funds for neighborhood improvements of shoreline street ends for public use;
- (e) Signing, demarcating, and maintaining shoreline street ends; or
- (f) Funding street and sidewalk improvements within a half-block radius of any of the shoreline street ends identified in Exhibit A to Resolution 29370 that directly contribute to public access to the shoreline street end.

Use of Vending Fees*

Fees for vending activities authorized under Chapter 15.17 shall be deposited in the Transportation Fund. Street Use permit fees for vending activities may be used by other City departments for

Attachment A: Seattle Department of Transportation Street Use Fee Schedule – redline version

Version 2

Effective January 16, 2023

vending enforcement as authorized by the Director of Transportation and shall be used by the Department of Transportation for the following purposes:

- (a) Administering the vending program, including notifying property owners abutting a proposed vending site designated by the Department of Transportation;
- (b) Verifying property boundaries and square footage of usage;
- (c) Designating pre-approved vending sites by the Department of Transportation;
- (d) Signing and demarcating designated vending sites and food vehicle zones;
- (e) Attending meetings or hearings;
- (f) Preparing documents, legislation, forms, and notices;
- (g) Inspecting and enforcing permitted or illegal vending activity; or
- (h) Engaging in any other vending-related activity as directed by the Director of Transportation.

**Note: This section came from SMC Chapter 15.17, and we determined it was more appropriate to include in Street Use Fee Schedule. The text is verbatim from the SMC, which is proposed to be rescinded in the legislative package.*

Attachment B: Seattle Department of Transportation Street Use Fee Schedule - clean version
Effective January 16, 2023

Table A – Base Permit Fees	
Permit Type	Base Permit Fee
ROW Simple Issuance	\$194
ROW Complex Issuance	\$698
Major (SIP/UMP) Permit Issuance	\$8,262
SIP Lite Issuance	\$3,161
No Permit/No Job Start Fee	\$339
Street Vacation Processing	\$11,042
Council Term Issuance	\$395
General Long-Term Issuance	\$395
General Long-Term Renewal	\$300
Year-round Public Street & Sidewalk Activities Issuance, including Year-round Farmers Markets	\$200
Seasonal or Temporary Public Street & Sidewalk Activities Issuance, including Seasonal Farmers Markets	\$75
Temporary Private Street & Sidewalk Activities Issuance	\$910 + Table B4
Year-round Business Activation Issuance	\$1,220 + \$200 for each Additional Space
Year-round Business Activation Renewal	\$588
Seasonal Business Activation Issuance	\$500
Year-round Site-Specific Vending Issuance	\$950
Year-round Site-Specific Vending Renewal	\$553
4-month Site Trial Vending Issuance	\$200
Temporary Event Vending (max 4 event days) Issuance	\$75
Annual Route Vending Issuance	\$300
Event Pole Banner Issuance	\$300

Table A1 – Hourly Review and Inspection Service Rates	
Service Rate Type (for all City staff)	Rate
Hourly Review and Inspection	\$332
Overtime Hourly Review and Inspection	\$665

Attachment B: Seattle Department of Transportation Street Use Fee Schedule - clean version
Effective January 16, 2023

Table A2 - Uses with No Base Permit Fee	
Use Description	Use Code
Gardening in the ROW	1
Tree Planting, Pruning or Removal	1A, 1B, and 1C
Unimproved right-of-way and shoulder planting with minimal ground disturbance of 1 cubic yard or less	1D
Miscellaneous User per SMC 15.04.100	54
Residential Street Barricading for Neighborhood Activation (e.g. block parties, play streets)	54B
Barricading for Public Safety	54C
Sidewalk or Driveway Maintenance or Repair (less than 100 sq. ft.)	55
First Amendment Vending or Expressive Activity	19B/19K
Public Activation Amenities (e.g. street furniture, art)	52
Advertising in the ROW (e.g. signs, graphics)	6
Temporary Business Recovery Uses (vending) – Expire no later than January 31, 2023 and no new permit issuances allowed after passage of permanent legislation	3AA
Temporary Business Recovery Uses (cafes, displays, street closures) – Expire no later than June 30, 2023 or as soon thereafter as SDOT is ready to implement the adaptations from the Temporary Business Recovery permit program and no new permit issuances allowed after passage of permanent legislation	3AA

Table A3 – Modification Fee	
Use Description	Modification Fee
Standard Permit Modification Issuance	\$278

Attachment B: Seattle Department of Transportation Street Use Fee Schedule - clean version
Effective January 16, 2023

Table B1 – Use Fee Model						
Density Factors	Urban Center		Urban Village		Neither	
	\$1.10		\$0.70		\$0.20	
Mobility/Safety Factors						
Street Category	Arterial		Non-Arterial		Alley	
	\$0.40		\$0		\$0	
Modal Priority	Transit Blocked	Transit Impacted	Bike Blocked	Bike Impacted	Ped Blocked	Ped Impacted
	\$0.20	\$0	\$0.20	\$0	\$0.20	\$0.10
Use Fee Calculation						
Summation of all uses by frontage: (Sum of all Factors) x (s.f. occupied/100) x (Duration) x (Escalation Rate per Table B2)						

Table B2 – Use Fee Model Escalation Rates		
Duration (days)	Arterial	Non-Arterial
0-30	x 1	x 0
31-60	x 2	x 1
61-90	x 4	x 1
91-120	x 8	x 2
121-150	x 12	x 2
151-210	x 12	x 4
211-270	x 12	x 8
271+	x 12	x 12
31D permits	\$0.70 per square foot	

Table B3 – Short-Term Uses with Use Fees		
Use Description	Use Code	Permit Type(s)
Installation or removal of encroachments	29B	ROW Complex
ROW construction staging	31	ROW Complex
Scaffolding installation, removal and non-walk thru staging	50	ROW Complex
Crane installation and removal or staging and operation	44	ROW Complex
Pavement restoration	40/51M	ROW Complex
Utility infrastructure	51-51E	ROW Complex & UMP
Privately owned utility	51G	ROW Complex
Preparatory or exploratory work	51I	ROW Complex
Small wireless facility	51Z	ROW Complex

Attachment B: Seattle Department of Transportation Street Use Fee Schedule - clean version
Effective January 16, 2023

Table B4 – Temporary Activation Use Fees		
Use Description	Use Code	Short Term Use Fees
Temporary Private Street & Sidewalk Activities – Daily Recurrence	3APRI	\$150/day after first date on same permit

Attachment B: Seattle Department of Transportation Street Use Fee Schedule - clean version
Effective January 16, 2023

Table C1 – Long-Term Uses with Long-Term Occupancy Fees		
Use Description	Use Code	Long-term Occupancy Fee
Fixed ground signs	2A	\$767/sign
Maintenance of at-grade structures	7	See Table C2
Structures, moorage, and overhangs in underwater streets	7A	\$2.18/sf
Maintenance of below- and above-grade structures, including elevated access structures	7C	\$.70/sf
Fenced material storage and private use	12	See Table C2
Active areaways existing prior to January 1, 1995	16	\$.70/sf
First Amendment vending	19B	\$50/month
Stadium event vending	19C	See Table C2
Annual vending from a public place sidewalk or plaza	19E	See Table C2
Annual food-vehicle zone vending (paid parking)	19G	\$478 (each 4-hr period x each day per week)
Annual food-vehicle zone vending (unpaid parking)	19H	\$104 (each 4-hr period x each day per week)
Underground storage tank: non-decommissioned	21	\$767/tank
Permanent soldier piles	22B	\$1011/pile
Structures, moorage, and overhangs in state waterways	WW100	\$2.18/sf

Table C2 - Occupation Fee Model			
Street Category	Urban Center	Urban Village	Neither
Arterial	\$1.40	\$1.35	\$0.90
Non-Arterial	\$1.20	\$1.15	\$0.70

Table D1 – Term Permit Fee Model		
Location	Use Description	Degree of Alienation
Sub-surface	Utility tunnels/structures	0.3
	Vehicle/pedestrian tunnels	0.25
At-grade	Public plazas, artwork	0.1
	Structures, restricted access	0.8
	Utility structures	0.5
Above grade	Overhead building structures	0.75
	Private use skybridges	2
	Semi-public use skybridges	0.75
	Public use skybridges	0.1
	Vehicle bridges	0.5
	Public use vehicle ramps	0.2
Other	Sustainable building features*	0.1

* In order to qualify for this degree of alienation factor, the development must be participating in the City's Living Building Program, be capable of achieving Leadership in Energy and Environmental Design (LEED) platinum certification, or both. Programmatic term permit and franchise agreements fees are established by ordinance.

Term Permit (use code 62) annual occupation fee equation: (land value) x (use area) x (rate of return) x (degree of alienation) + PSM issuance or renewal fee

Table D2- Shoreline Street End Fee Model
Shoreline Street End (use code 11) annual occupation fee equation: (land value) x (use area) x (rate of return) x (demand probability) x (maritime industrial use) + PSM issuance or renewal fee

Table E1 – Citation Penalty Fee Schedule			
Adjacent Lot Zone or Permit Type	Citation Penalty Fee*		
	1st Violation	2nd Violation	3rd + Violation
RSL, SF 5000, SF 7200, or SF 9600 (“Residential Zones”), Public Space Management Permits, or Maintenance Activities**	\$250	\$500	\$1,000
All other zones (“Non-Residential Zones”) or Utility Construction Permits	\$1,000	\$2,000	\$4,000
Snow and ice removal*** in RSL, SF 5000, SF 7200, or SF 9600 (“Residential Zones”)	\$50	\$50	\$50
Snow and ice removal*** in all other zones (“Non-Residential Zones”)	\$250	\$500	\$1,000

*Violators may be subject to subsequent violations within a one-year period

**“Maintenance Activities” includes violations of Chapters 15.20 and 15.43 of the Seattle Municipal Code

***“Snow and ice removal” references Seattle Municipal Code Section 15.48.010

Definitions

<u>Factor/Term</u>	<u>Description</u>
ROW Simple	A simple permit is a permit that requires minimal review, such as a dumpster or storage container.
ROW Complex	A complex permit requires technical review and coordination, such as a 50-foot utility trench, a tower crane or other construction staging.
General Long-Term	Permits scheduled to renew on an annual basis for long-term, continuing uses of public right-of-way. This applies to Council Term and Shoreline Street End permits as well as the following long-term permit use codes: 2A, 3D, 7, 7A, 7C, 8, 11, 12, 14, 16, 19A, 21, 22B, 29A, 62, WW100, and WW150 that all have base fees listed on Table A. It does not apply to long-term permit use codes 6 and 52 which are included in Table A2.
Public Street & Sidewalk Activities	A public street and sidewalk activity is open to the public.

Attachment B: Seattle Department of Transportation Street Use Fee Schedule - clean version
Effective January 16, 2023

Private Street & Sidewalk Activities	A private street and sidewalk activity is for invited guests, customers, or a select intended audience only.
Year-round Business Activation Permit	A long-term permit for year-round sidewalk cafes, curbspace cafes, and merchandise displays. This applies to the following long-term use codes: 18A, 18B, 18D, and 18E.
Year-round Business Activation Additional Space	A space is defined as one of the following: a sidewalk frontage zone along a single building frontage, a sidewalk furniture zone along a single building frontage, or a curbspace along a single building frontage. The first space on an application is included in the base Year-round Business Activation Issuance Fee; each additional space is charged an Additional Space fee.
Seasonal Business Activation Permit	A permit for seasonal sidewalk cafes, curbspace cafes, and merchandise displays. These permits are active only from April 1 through October 31 of their issuance year. This applies to the following use codes: 18AS, 18BS, 18DS, 18ES.
Land value	<p>For Term permits, the value of the use area in the right-of-way shall be based on the abutting parcel's current per-square-foot land value as determined by the King County Assessor. If the use area extends beyond the right-of-way centerline or abuts multiple parcels, the permit fee shall be calculated by averaging the abutting parcels' current land values.</p> <p>For Shoreline Street End permits, the value of the use area in the right-of-way shall be based on the abutting parcel's current per-square-foot land value as determined by the King County Assessor. If the use area extends beyond the centerline of the right-of-way or abuts multiple parcels, the permit fee shall be calculated for each portion of the use area according to the current per-square-foot land value of the abutting parcels.</p> <p>If all parcels abutting the Term or Shoreline Street End permitted use area are government-owned and the parcels are not tax assessed in whole or in part by King County, the parcels shall be excluded when establishing the Term or Shoreline Street End permit fee. To determine the permit fee, the current per-square-foot land value as determined by the King County Assessor of the closest privately-owned parcel or parcels with the same zoning or shoreline designation of the Term or Shoreline Street End permitted use area shall be averaged. If the next closest privately-owned parcel or parcels do not have the same underlying zoning or shoreline designation as the abutting government-owned parcel, the Seattle</p>

Department of Transportation shall consult with the City Appraiser. The City Appraiser shall determine if the next closest parcel or parcels with similar zoning or shoreline designation reasonably establishes the current per-square-foot land value of the use area in the right of way for fee calculation purposes.

Use area	Square footage of the permitted encroachment in the right-of-way, as authorized by Seattle Department of Transportation.
Transit/Bike/Ped Impacted	When a transit lane, bike lane or pedestrian sidewalk or pathway is partially closed, but mobility for the traveling public is maintained.
Transit/Bike/Ped Blocked	When a transit lane, bike lane or pedestrian sidewalk or pathway is closed to the traveling public.
Rate of return	Annualized rate of return on market value of the right-of-way, as established by the City Appraiser or a State of Washington Certified General Real Estate Appraiser retained by the Director of Transportation.
Degree of alienation	For Term permits, the degree of impact on the public, utilities, right-of-way, and other potential uses of the right-of-way based on City policy, as established by Seattle Department of Transportation.
Demand probability	For Shoreline Street End permits, the estimated demand of probable use shall be based on factors that include, but are not limited to, location, access, size, view, and topography; as established by the City Appraiser or a State of Washington Certified General Real Estate Appraiser retained by the Director of Transportation. Refer to Ordinance 123611, Attachment A: Demand Probability Factor. The Director of Transportation is authorized to update Attachment A based upon the recommendations of the City Appraiser or a State of Washington Certified General Real Estate Appraiser. The new Demand Probability Factor shall become effective when the updated Demand Probability Factor is adopted by rule.
Maritime Industrial Use Discount Factor	To support the City's policies of protecting its maritime uses, a 50 percent discount factor shall apply to that portion of the Shoreline Street End occupied by a legally established water-dependent or water-related use as defined in Seattle Municipal Code Section 23.60.944.

Use of Shoreline Street End Fees

The Department of Transportation is directed to use the shoreline street end permit fees credited to the Transportation Operating Fund for the following purposes:

- (a) Notifying property owners that abut shoreline street ends of the need for permits for private use of the street end and of the fee schedule;
- (b) Administering and inspecting shoreline street end use;
- (c) Verifying property boundaries and area of use;
- (d) Matching funds for neighborhood improvements of shoreline street ends for public use;
- (e) Signing, demarcating, and maintaining shoreline street ends; or
- (f) Funding street and sidewalk improvements within a half-block radius of any of the shoreline street ends identified in Exhibit A to Resolution 29370 that directly contribute to public access to the shoreline street end.

Use of Vending Fees

Fees for vending activities authorized under Chapter 15.17 shall be deposited in the Transportation Fund. Street Use permit fees for vending activities may be used by other City departments for vending enforcement as authorized by the Director of Transportation and shall be used by the Department of Transportation for the following purposes:

- (a) Administering the vending program, including notifying property owners abutting a proposed vending site designated by the Department of Transportation;
- (b) Verifying property boundaries and square footage of usage;
- (c) Designating pre-approved vending sites by the Department of Transportation;
- (d) Signing and demarcating designated vending sites and food vehicle zones;
- (e) Attending meetings or hearings;
- (f) Preparing documents, legislation, forms, and notices;
- (g) Inspecting and enforcing permitted or illegal vending activity; or
- (h) Engaging in any other vending-related activity as directed by the Director of Transportation.

Amendment 2 to CB 120429 – SDOT Street Activation Permits

Sponsor: Councilmember Pedersen

Retain 50' buffer on food and flower vending

Effect: This amendment would reinstate existing code language to retain the 50' buffer on food and flower vending from similar businesses. This requirement currently exists in SMC 15.17.100.A.7.c.2. The proposed legislation as transmitted (Section 35) would repeal SMC 15.17.100 in its entirety.

Amend Section 31 of CB 120429 as follows:

Section 31. A new Section 15.17.040 is added to the Seattle Municipal Code as follows:

15.17.040 Terms and conditions

A. Vending may be located on a public place as defined in Section 15.02.046 including but not limited to a sidewalk, planting strip, curb space, alley, public plaza, or streets with or without curbs. The Director of Transportation may determine appropriate locations for vending activity based on factors including, but not limited to, type of activity or land use context and street type. The following requirements apply to all vending activity in the public place regardless of location unless otherwise specified.

B. The Director of Transportation may issue a Street Use permit authorizing the use of a public place for vending activity if the following requirements are met:

1. The applicant shall be: the vendor, adjacent tenant, adjacent business, adjacent property owner, or a public entity for vending activity;
2. The business operating the vending unit shall obtain and maintain in effect all necessary City and state permits and licenses;

3. The vending location is at least 50 feet away from a food service business if the permittee is vending food or nonalcoholic beverages and at least 50 feet from a floral business if the permittee is vending flowers. However, a vending Street Use permit may be issued to the owner of a food service business for a site along the food service business's frontage, provided all other vending requirements of this Chapter 15.17 are satisfied;

4.3. If selling food or beverages, the applicant shall only sell prepackaged products, produce, or products that are capable of immediate consumption;

5.4. The applicant shall obtain insurance according to Section 15.04.045. Failure to maintain the required insurance coverage is grounds for revoking a Street Use permit;

6.5. The applicant shall indemnify and hold harmless The City of Seattle according to Section 15.04.060;

7.6. Vending from the street shall be subject to Title 11. Signage and traffic control devices may be required depending on the vending site.

C. The Director of Transportation may issue a route vending Street Use permit authorizing mobile route vending of authorized goods, food, or beverages that the Director of Public Health—Seattle & King County or authorized representative has determined are exempt from the food-establishment permit requirement of Title 5 of the King County Board of Health Code or successor rule. Route vending may occur from a vending unit in the public place subject to the following requirements:

1. Route vending from a vending unit located in the curb space shall be subject to Title 11;

2. Route vending permittees shall not stop the vending unit in a curb space or other public place for any longer than necessary to vend to waiting customers;

3. Tables, carts, umbrellas, or other vending-related installations shall not be erected in the public place in association with a route vending activity; and

4. The Director of Transportation has the authority to designate prohibited vending areas for route vending.

D. If required, the applicant shall provide public notice of a new application in a form approved by the Director of Transportation as provided for in Section 15.04.030. A Street Use permit shall not be issued by the Director of Transportation until after the public notice period has ended.

E. The Director of Transportation may require additional information from the applicant as provided for in Section 15.04.030.

F. The Director of Transportation has authority to determine priority use at the time of application and renewal for individual sites in the case of multiple applicants.

G. The Director of Transportation may, as deemed appropriate, condition the Street Use permit to address potential impacts as provided for in Section 15.04.035, including requiring a surety bond in accordance with the provisions of Section 15.04.044 or establishing an escrow account in accordance with the provisions of Section 15.04.042.

H. The Director of Transportation may promulgate rules to implement this Chapter 15.17.

Amendment 3 to CB 120429 – SDOT Street Activation Permits

Sponsor: Councilmember Pedersen

Reporting Requirement

Effect: This amendment would require SDOT to provide a report back to Council on the implementation of this legislation. A preliminary written report would be due by March 31, 2024 and a final written report would be due by December 31, 2024.

Add a new Section 47 as follows, and renumber subsequent Sections accordingly:

Section 47. The Department will report on the implementation of this legislation to City Council. The report will detail the number of permits issued, and document impacts to Seattle's equity, climate, safety, mobility, livability, and excellence goals. The report will detail impacts, both positive and negative, to Seattle businesses, including potential impacts from food trucks or other vending activity occurring in close proximity to brick-and-mortar businesses. The report will identify the change in the Street Use Division's workload as a result of implementation. By no later than March 31, 2024, the Department will provide a written preliminary report to Council, describing the Department's proposed evaluation metrics and procedures, and any initial findings. By no later than December 31, 2024, the Department will provide a final written report to Council on the program evaluation and conclusions.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Transportation	Alyse Nelson 206-423-6330	Christie Parker

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

1. BILL SUMMARY

Legislation Title: Updates to SDOT Public Space and Business Activation Permitting

Summary and Background of the Legislation:

The Seattle Department of Transportation (SDOT) Public Space Management (PSM) group works with residents, organizations, and businesses to enhance neighborhoods, strengthen communities, enliven public spaces, and promote economic vitality. PSM's permits and programs are designed to be a resource for Seattle's resident and business communities to activate the public realm through outdoor events and business and community enhancements. SDOT PSM has undergone a Racial Equity Analysis for Seattle Municipal Code Title 15 toward reducing barriers and increasing access to our programs. Recommendations from this analysis have influenced the Safe Start pilot program and these subsequent proposed changes to Seattle Municipal Code and SDOT Director's Rules.

SDOT launched the Safe Start Pilot Program in June 2020 to support Seattle small businesses and communities during the COVID-19 pandemic. The program permits are free, SDOT PSM outreach efforts have increased accessibility and participation, and program requirements have evolved to further support businesses as pandemic conditions changed over time. The program includes streamlined options for:

- Outdoor cafés in the curbspace or on the sidewalk for restaurants, cafés and other food/drink establishments;
- Outdoor merchandise displays in the curbspace or on the sidewalk for small businesses to display wares and goods to build visibility;
- Vending permits for food and flower trucks/carts to be allowed in new locations; and
- Street closures for outdoor community events, including small markets, neighborhood gatherings and more.

This legislation amends, adds, and removes provisions to Seattle Municipal Code Title 15 regarding sidewalk cafés, merchandise displays, and vending. Additional revisions to insurance and indemnity sections and to compliance and enforcement sections of Title 15 aim to make future programs and permits more accessible to a wider range of users. This proposal also moves some provisions from Seattle Municipal Code Title 15 to SDOT Director's Rules, where SDOT will have more flexibility to evaluate and adjust programs moving forward.

Proposed changes to Seattle Municipal Code (SMC) and associated SDOT Director's Rules (DR's) include:

Sidewalk and Curbspace Cafés

- No substantive amendments are made to SMC Chapter 15.16, Cafes in the Public Place.
- Director's Rule 02-2019 Cafes in the Public Place will be repealed and replaced with a new version that includes some changes. These changes aim to ensure safety, mobility, and access in the public place while addressing inequities arising from variances in City infrastructure and in local business resources. These include but are not limited to:

- Add a seasonal café permit option for up to seven months between April 1st and October 31st. (We will continue to offer long-term, renewable permits.)
- Update design standards to better ensure long-term structural soundness in all-weather conditions.
- Remove the minimum slope requirement for sidewalk cafes to allow platforms in more cases.
- Set the maximum length of any outdoor dining in the curbspace to 40 feet. Longer spaces may be allowed based on additional SDOT review of curbspace functions on the block.
- Allow lighting and heating (electric and propane) elements in outdoor dining space only as allowed by SDCI and SFD permitting.
- Require individual businesses with private outdoor dining or displays to apply for stand-alone permits even when located within a permitted seasonal or full year street closure area.

Merchandise Displays

- A new Chapter 15.15 Merchandise Display in the Public Place is added to SMC and removed from SMC Chapter 15.17 Vending. This adds detail and clarity to display regulations.
- A new Director's Rule Merchandise Display in the Public Place is added to provide direction to retail establishments wishing to use the public place to display goods. This DR includes changes to former policy and process including, but not limited to:
 - Add a seasonal merchandise display permit option for up to seven months between April 1st and October 31st. (We will continue to offer long-term, all-year permits.)
 - Remove permit requirement for merchandise displays in the frontage zone that meet standards set forth in this Director's Rule.
 - Include diverters for cane detectability as a design standard for both permitted displays and displays allowed in frontage zone without a permit.

Vending

- SMC Chapter 15.17 Vending is re-organized to move content from Code to Director's Rule, to move merchandise display sections to new Chapter 15.15, and to align organizationally with Chapters 15.15 and 15.16 for greater readability.
- SMC Chapter 15.17 Vending is also amended to remove some restrictions which might limit the success of permitted vendors in the public place. Amendments include but are not limited to:
 - Remove restrictions that prohibit vending within 50 feet of a brick-and-mortar business selling food or flowers.
 - Remove limit of two vendors per block face. (SDOT will continue to review for adequate curbspace loading and other site-specific factors before issuing permits.)
 - Remove restriction to allow for vending other goods in addition to food and flowers.
 - Remove restrictions that prohibit vending in a public place abutting lots in specific (Single Family/Neighborhood Residential) zones
 - Remove restrictions that prohibit vending within 1,000 feet of a high school. (SDOT may limit vending based on site context and feedback from nearby schools.)
- A new Director's Rule Vending in the Public Place is added which supersedes SDOT DR 3-2011 and SDOT DR 6-2012. This contains content detail removed from SMC Chapter 15.17 in a format that aligns with the café and merchandise display rules, and expressly allows the following changes to the vending program:
 - Allow vending permits to be issued to non-vendor applicants (in addition to vendor applicants), including an adjacent tenant, adjacent business, adjacent property owner, or

- a public entity. SDOT will appropriately review and condition vending permits for non-vendor applicants.
- Specify that vending of other goods beyond food and flowers will be allowed under permitted street closures.
 - Create new 4-month vending permit for food/flower vendors to try out new sites.

Compliance and Enforcement:

- SMC Sections 15.04.010 and 15.91.002 are amended to allow some uses of right-of-way without a permit if user adheres to standards in applicable SDOT Director's Rules.

Permittee Insurance and Indemnity Requirements:

- SMC Section 15.04.045 is amended to allow exceptions to insurance requirements when permitting specified minor uses of right-of-way by Director's Rule.
- SMC section 15.04.060 is amended to allow variations and exceptions to indemnity agreement requirements by Director's Rule.

This legislation also extends the free Safe Start permits for outdoor dining, merchandise display, and street closures to June 30, 2023, from the current expiration date of January 31, 2023. This extension will allow more time for existing Safe Start permittees to evaluate their needs and apply for a new permit while also giving SDOT the time it needs to review the new applications and issue permits before the Safe Start permits expire. The vending permit Safe Start expiration date will remain January 31, 2023.

We charged no fees for temporary permits issued under the Safe Start program. We also waived fees for the duration of the Safe Start program on permits for outdoor café, merchandise display, and vending permits previously issued under our permanent program. This fee waiver and the temporary free permit options will both end when the Safe Start program expires. This legislative package includes an updated Street Use Fee Schedule with changes applicable to most of the permits highlighted above. For sidewalk and curbspace cafes and merchandise display, the new Fee Schedule eliminates occupation fees and focuses on Street Use cost recovery in the issuance and renewal fees. The Fee Schedule also establishes fees for new vending permit types and makes possible a lower cost permitting option for community events.

Changes to the fee schedule are identified in Attachment A to this ordinance, and are incorporated into a new fee schedule, Attachment B.

2. CAPITAL IMPROVEMENT PROGRAM

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

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes **x** No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

Appropriation change (\$):	General Fund \$		Other \$	
	2022	2023	2022	2023
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2022	2023	2022	2023
		-100,000		-110,000
Positions affected:	No. of Positions		Total FTE Change	
	2022	2023	2022	2023
	0	0	0	0

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

If so, describe the nature of the impacts. This could include increased operating and maintenance costs, for example.

Depending on the location and type of permit, parking meter revenues may be reduced. The current permitting volume has reduced parking revenue by an estimated \$100,000 in the General Fund.

The new Street Use Fee Schedule eliminates occupation fees for outdoor dining and merchandise displays, which generated approximately \$110,000 in revenue in 2019 in the Transportation Fund. Occupation fees included a per-square-foot fee as well as a fee based on lost parking revenue that was charged to curb space cafes. These occupation fees were intended to encourage efficient use of the public right-of-way and discourage any private use that does not provide public benefits. Business activation uses like cafés help to provide a lively and vibrant streetscape and align with our city climate goals by transforming vehicle parking spaces into gathering places.

While eliminating occupation fees, we are proposing to increase permit issuance and renewal fees for many uses, including outdoor dining and merchandise displays. The higher issuance and renewal fees fully recover SDOT costs for most permit types, reducing the reliance on use and occupation fees to subsidize the review and renewal process. The permit types that do not achieve cost recovery include seasonal outdoor dining, seasonal merchandise display, temporary vending, and public street and sidewalk activities. These subsidies total an estimated annual subsidy of \$78,000.

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

Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

By not implementing this legislation and new fee schedule, the Safe Start Permits would expire on January 31, 2023 and SDOT would re-implement fees for the above-permitted uses of the right-of-way. Without this legislation and fee schedule update, many of the restaurants, businesses, and community groups that have activated the right-of-way would likely remove their permitted uses and Seattle could see lower outdoor dining and other public activation use of the right-of-way.

If there are no changes to appropriations, revenues, or positions, please delete sections 3.a., 3.b., and 3.c. and answer the questions in Section 4.

3.a. Appropriations

This legislation adds, changes, or deletes appropriations.

If this box is checked, please complete this section. If this box is not checked, please proceed to Revenues/Reimbursements.

Fund Name and Number	Dept	Budget Control Level Name/#*	2022 Appropriation Change	2023 Estimated Appropriation Change
TOTAL				

**See budget book to obtain the appropriate Budget Control Level for your department.*

This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation please provide details in the Appropriation Notes section below. If the appropriation is not completely supported by revenue/reimbursements listed below, please identify the funding source (e.g., available fund balance) to cover this appropriation in the notes section. Also indicate if the legislation changes appropriations one-time, ongoing, or both.

Is this change one-time or ongoing?

Please explain any complicated scenarios – e.g., three-year funding agreement but not permanent ongoing.

Appropriations Notes:

3.b. Revenues/Reimbursements

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

If this box is checked, please complete this section. If this box is not checked, please proceed to Positions.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2022 Revenue	2023 Estimated Revenue
Transportation Fund - 13000	SDOT	Permit Issuance and Renewal for Outdoor Dining, Merchandise Display, Vending, and Street and Sidewalk Activities	0	\$600,000
TOTAL				\$600,000

This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below. Do the revenue sources have match requirements? If so, what are they?

Is this change one-time or ongoing?

Please explain any complicated scenarios – e.g., three-year funding agreement but not permanent ongoing.

This change is ongoing. Revenue is related to the number of permits issued. Future revenue may be less than the 2023 estimate as the 2023 estimate includes a higher number of new permits being issued than may be expected in future years. This is because both the existing

temporary Safe Start permits will need to be issued as new permits and the new program may attract more permit applications than subsequent years.

Revenue/Reimbursement Notes:

3.c. Positions

This legislation adds, changes, or deletes positions.

If this box is checked, please complete this section. If this box is not checked, please proceed to Other Implications.

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

Position # for Existing Positions	Position Title & Department*	Fund Name & #	Program & BCL	PT/FT	2022 Positions	2022 FTE	Does it sunset? (If yes, explain below in Position Notes)
TOTAL							

** List each position separately.*

This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below.

Position Notes:

4. OTHER IMPLICATIONS

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

If so, please list the affected department(s) and the nature of the impact (financial, operational, etc.).

This legislation helps work towards the goals of numerous other departments. By helping restaurants and other small businesses expand their outdoor activities, this legislation helps meet the Office of Economic Development's goals of supporting small and micro-business and partnering with neighborhood business districts to deliver vibrant neighborhoods and community ownership.

This legislation helps make it easier for restaurants to have cafes dining in the curbspace, as well as businesses and community groups to close all or part of a street. These actions convert space largely set aside for motor vehicle use and storage to space for people and help meet the climate and environmental goals of the City of Seattle and many of its departments, including the Office of Sustainability and Environment.

SDOT has worked closely with other city departments in crafting these recommendations, including SDCI, OED, and SFD.

b. Is a public hearing required for this legislation?

If yes, what public hearings have been held to date, and/or what public hearings are planned/required in the future?

No. However, SDOT has run an extensive multi-phased outreach program over the past 24 months, including a survey with over 10,000 responses.

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

For example, legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with your lawyer. If publication of notice is required, describe any steps taken to comply with that requirement.

Public notice for the State Environmental Policy Act and Director's Rules was completed prior to Council action.

d. Does this legislation affect a piece of property?

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation itself, then you must include a map and/or other visual representation of the property and its location as an attachment to the fiscal note. Place a note on the map attached to the fiscal note that indicates the map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

This legislation affects the public right-of-way across the city, which abuts property citywide.

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

If yes, please explain how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers.

The proposal is centered on strategies meant to lower barriers for small businesses and community groups to operate successfully outdoors in the right-of-way, including BIPOC and immigrant-owned small businesses. While this package is focused on higher-level Seattle Municipal Code and Director's Rule changes, successful implementation will require new strategies still in development, including new promotional and educational materials, options for incremental fee payments, and strategies to encourage more community driven activations of public space to support local neighborhood planning efforts. The project team is performing a Racial Equity Toolkit (RET) analysis to develop a cohesive plan for outreach, new programmatic pilots, and internal practices.

Prior SDOT communication via the SDOT blog have been translated into Seattle's tier 1 languages, and SDOT will continue to follow that model. Translation services are available to all permit applicants who require language assistance in the permit application process.

f. Climate Change Implications

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

Please provide a qualitative response, considering net impacts. Are there potential carbon emissions impacts of not implementing the proposed legislation? Discuss any potential intersections of carbon emissions impacts and race and social justice impacts, if not previously described in Section 4.e.

This legislation is likely to decrease carbon emissions across Seattle by making Seattle's right-of-way more people-centered and removing curbspace car parking spaces for outdoor business and community activation purposes.

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

Describe the potential climate resiliency impacts of implementing or not implementing the proposed legislation. Discuss any potential intersections of climate resiliency and race and social justice impacts, if not previously described in Section 4e.

The actions proposed in this legislation will increase Seattle’s resiliency to climate change in a material way. By making it easier for Seattlites to use their streets and sidewalks in more people-centric ways, the City is better able to remain a vibrant, healthy space as Seattle’s residents and visitors make the necessary shift away from single-occupancy vehicle travel as a primary mode of transportation.

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

This answer should highlight measurable outputs and outcomes.

N/A – this is a modification of existing programs based on lessons learned during our pandemic permitting program.

Summary Attachments:



Legislation Text

File #: CB 120470, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to sewer and storm drain easements within Seattle as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.

WHEREAS, certain property improvements were built or are planned to be built by various property owners and customers of Seattle Public Utilities (SPU) within the easements originally granted to The City of Seattle (City) for drainage and wastewater purposes; and

WHEREAS, the City has also determined the following existing drainage and wastewater facility easements are surplus to the City's needs:

A. The sanitary sewer easement that the City accepted pursuant to Ordinance 125549 and recorded under King County Recording number 20021031001186; and

B. The sanitary sewer easement that the City accepted pursuant to Ordinance 122759 and recorded under King County Recording number 20070924001011; and

WHEREAS, easements are required from customers to allow for the installation, maintenance, and operation of replacement or affected existing sanitary sewers and storm drain facilities; and

WHEREAS, SPU has determined the interests of the City, SPU, and SPU's customers are best served by relinquishing the above-referenced sewer and storm drain easements; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040, and after public hearing, certain existing

easements to construct, maintain, and operate sewer and storm drain utilities in Seattle, as set forth and legally described in Attachment 1 to this ordinance, are declared no longer required for municipal utility purposes and are surplus to The City of Seattle's utility needs.

Section 2. The General Manager/CEO of Seattle Public Utilities, or the General Manager/CEO's designee, is authorized to execute, on behalf of The City of Seattle, the relinquishment of all easement property rights and interests set forth and legally described in Attachment 1 to this ordinance.

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

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - Descriptions of Relinquished Easements

ATTACHMENT 1 – Descriptions of Relinquished Easements

1. Description of easement relinquished by document King County Recording Number 20190314000281 (SPU file number 2002-36-03)

- a. Type: Sanitary Sewer Easement**
- b. Grantor: William C. Reilly and Susan K. Reilly, husband and wife**
- c. Title of Instrument: Easement**
- d. Recording No. 20021031001186**
- e. Recording Date: October 31, 2002**
- f. Legal Description:**

All that portion of Lot 15 Assessors Plat of Carleton Highlands according to the plat thereof found in Volume 33 of Plats, Page 26, records of King County, Washington, described as follows:

Beginning at the southwest corner of said Lot 15;

Thence northwesterly along the west line thereof and the arc of a 51.00-foot radius curve whose center point bears North 63° 45' 40" East through a central angle of 32° 09' 35" an arc distance of 28.63 feet;

Thence continue North 05° 55' 15" East along said west line 11.38 feet to a point hereinafter known as Point A;

Thence South 89° 39' 17" East 14.00 feet;

Thence South 00° 20' 43" West 6.46 feet;

Thence South 83° 36' 51" East 13.78 feet;

Thence North 76° 12' 02" East 55.00 feet;

Thence South 13° 47' 58" East 10.00 feet;

Thence South 76° 12' 02" West 68.94 feet;

Thence South 00° 46' 47" West 18.16 feet to the south line of said Lot 15;

Thence North 89° 17' 30" West 12.45 feet to the True point of Beginning.

Also;

Commencing at the aforementioned Point A;

Thence continue North 05° 55' 15" East along the west line of said Lot 15 a distance of 21.39 feet and the True Point of Beginning;

Thence continue North 05° 55' 15" East along the west line of said Lot 15 a distance of 17.18 feet to a point hereinafter known as Point B;

Thence North 84° 56' 45" East 72.57 feet;

Thence South 13° 58' 38" East 10.00 feet;

Thence South 76° 01' 22" West 50.00 feet;

Thence South 86° 31' 22" West 28.01 feet to the True Point of Beginning.

Also;

Commencing at the aforementioned Point B;

Thence continue North 05° 55' 15" East along the west line of said Lot 15 a distance of 20.74 feet and the True Point of Beginning;

Thence continue North 05° 55' 15" East along the west line of said Lot 15 a distance of 9.12 feet;

Thence continue North 06° 05' 19" East 7.81 feet to the northwest corner of said Lot 15;

Thence South 89° 17' 29" East along the north line thereof 74.20 feet;

Thence South 06° 28' 36" East 7.25 feet;

Thence South 83° 31' 24" West 77.27 feet to the True Point of Beginning.

2. Description of easement relinquished by document King County Recording Number 20190806000712 (SPU file number 2003-27-004)

- a. **Type:** Sanitary Sewer Easement
- b. **Grantor:** Mary Helen Heffernan; Rosen Investment Company
- c. **Title of Instrument:** Easement
- d. **Recording No.:** 20070924001011
- e. **Recording Date:** September 24, 2007
- f. **Legal Description:**

That portion of the South half of vacated south Hanford Street, adjoining and (To Be) attached by operation of the law to Parcel "A" of City of Seattle Lot Boundary Adjustment (LBA) No. 2200904 Recorded under Recording Number 20030410900009, Records of King County, Washington, described as follows:

Th North 32 feet of the West 35 feet thereof.

Containing an area of 1,120 square feet

TOGETHER WITH,

That portion of the North half of vacated south Horton street, adjoining and (To Be) attached by operation of law to Parcel "A" of City of Seattle Lot Boundary Adjustment (LBA) No. 2200904 recorded under Recording Number 20030410900009, records of King County, Washington, described as follows:

The North 13 feet of the West 8 feet thereof.

Containing an area of 104 square feet.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Bryan Solemsaas – 4-5971	Akshay Iyengar – 4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to sewer and storm drain easements within Seattle as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This ordinance would authorize The City of Seattle to relinquish two utility easements. The relinquished utility easements are no longer necessary, and the property owners asked the City to relinquish the easements.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

Are there financial costs or other impacts of *not* implementing the legislation?
Relinquishing property rights by ordinance is required by City Municipal Code.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?
No.

b. Is a public hearing required for this legislation?
Yes. A public hearing is required to relinquish property or property rights in accordance with RCW 35.94.040.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.

d. Does this legislation affect a piece of property?

Yes. Mapping of these drainage and wastewater documents are available in the geographic information system maintained in the offices of Seattle Public Utilities.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
No.

f. Climate Change Implications

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

No.

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

No.

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

Not Applicable.

Summary Attachments:

None.

SPU Easement Acceptance and Relinquishment Legislation

5 Ordinances

Seattle City Council

Transportation and Seattle Public Utilities Committee

December 6, 2022

Five Ordinances for SPU's Water Line of Business and Drainage & Wastewater Lines of Business

- CB-120470 - DWW Relinquishment Ordinance
- CB-120471 - DWW Acceptance Ordinance
- CB-120472 - DWW Relinquishment Ordinance
- CB-120473 - WATER Acceptance Ordinance
- CB-120474 - WATER Relinquishment Ordinance

Drainage & Wastewater Relinquishment Ordinances

CB-120470, CB-120472

- Sewer and stormwater drainage lines served by the easements are no longer needed or have been relocated or retired
- Property owners requested the easements be released
- Ordinances (2) authorize relinquishing utility easements that are surplus to the municipal sewer system

CB-120470

DWW Easement Relinquishments

2809 46th Ave W

46th Ave W and Magnolia Lane W

3200 6th Ave S

6th Ave S and S Hinds St

4

CB-120472

DWW Easement Relinquishments

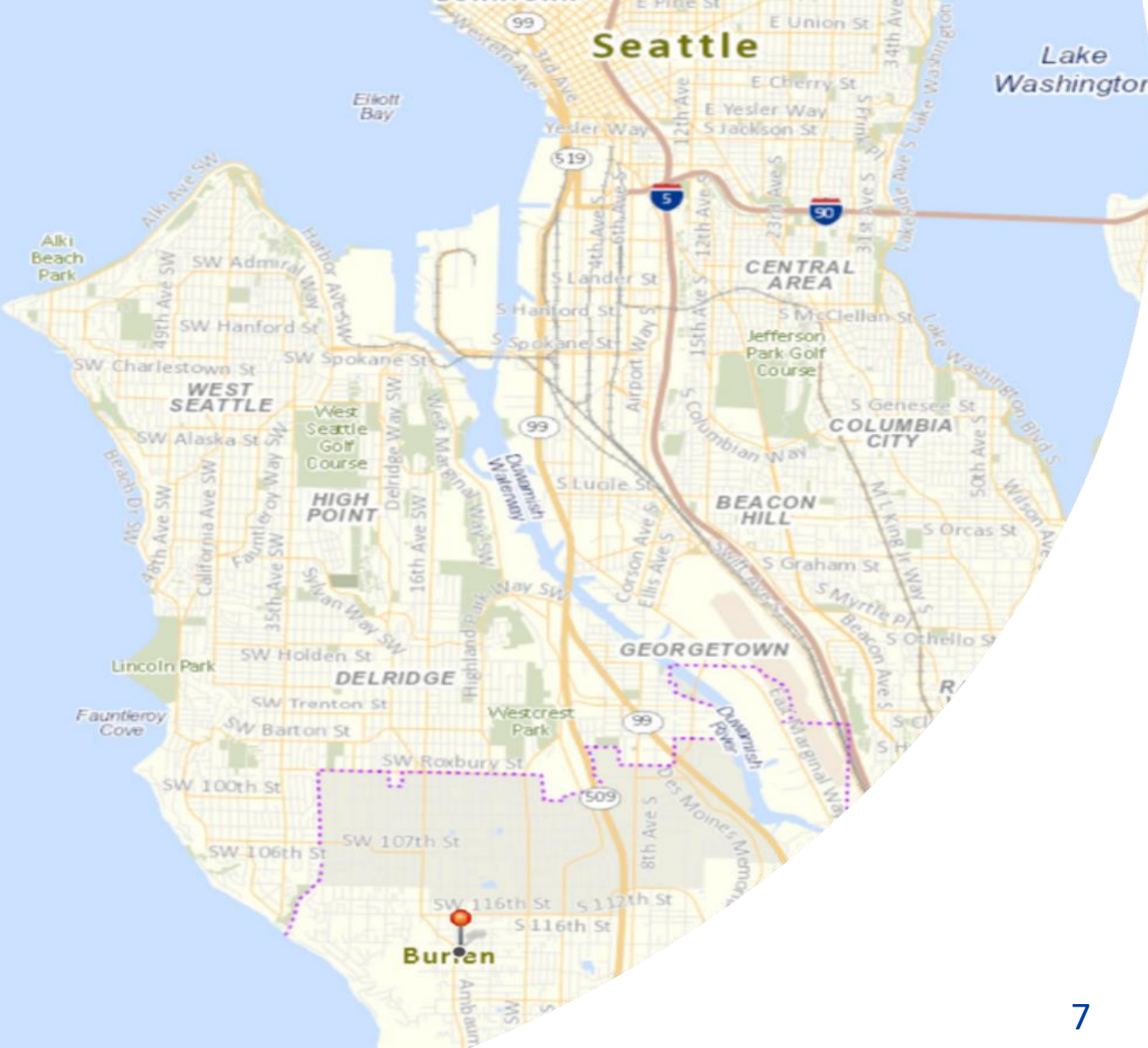
- 6th Ave S * Airport Way S - 1000 6th Ave S - S-QOZB, LLC
- Lake City Way NE & NE 127th St - 12558 Lake City Way NE - Lake City Acres LLC
- Lake City Way NE & NE 127th St - 12548 Lake City Way NE- Lake City Acres LLC
- 9th Ave S - Yesler Terrace Community - Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St - Just Like Heaven, LLC
- Rainer Ave S & 22nd Ave S - 1750 22nd Ave S - Grand Street Commons LLC
- 23rd Ave S & S Horton St - 3200 23rd Ave S - Seattle School District No. 1
- 8th Ave NE & NE 106th St - 10631 8th Ave NE - THC Seattle, LLC
- 12th Ave & E Spruce St - 1211 E Adler St - King County
- 9th Ave N & Aloha St - 739 9th Ave N - Block 79 LLC

Water Relinquishment Ordinance CB-120474

- The easement was acquired to serve a development that was never initiated
- The property owners requested the easement be released
- This ordinance authorizes relinquishing of one utility easement that is surplus to SPU's needs

CB-120474 Water Easement Relinquishments

**1010 SW 122nd St Burien
SW 122nd St & 11th Pl SW**



DWW Easement Acceptance Ordinance

CB-120471

- Development or improvement of private property may include installing SPU facilities on the parcel
- To operate sewer and stormwater drainage facilities on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept six utility easements

CB-120471

DWW Easement Acceptances

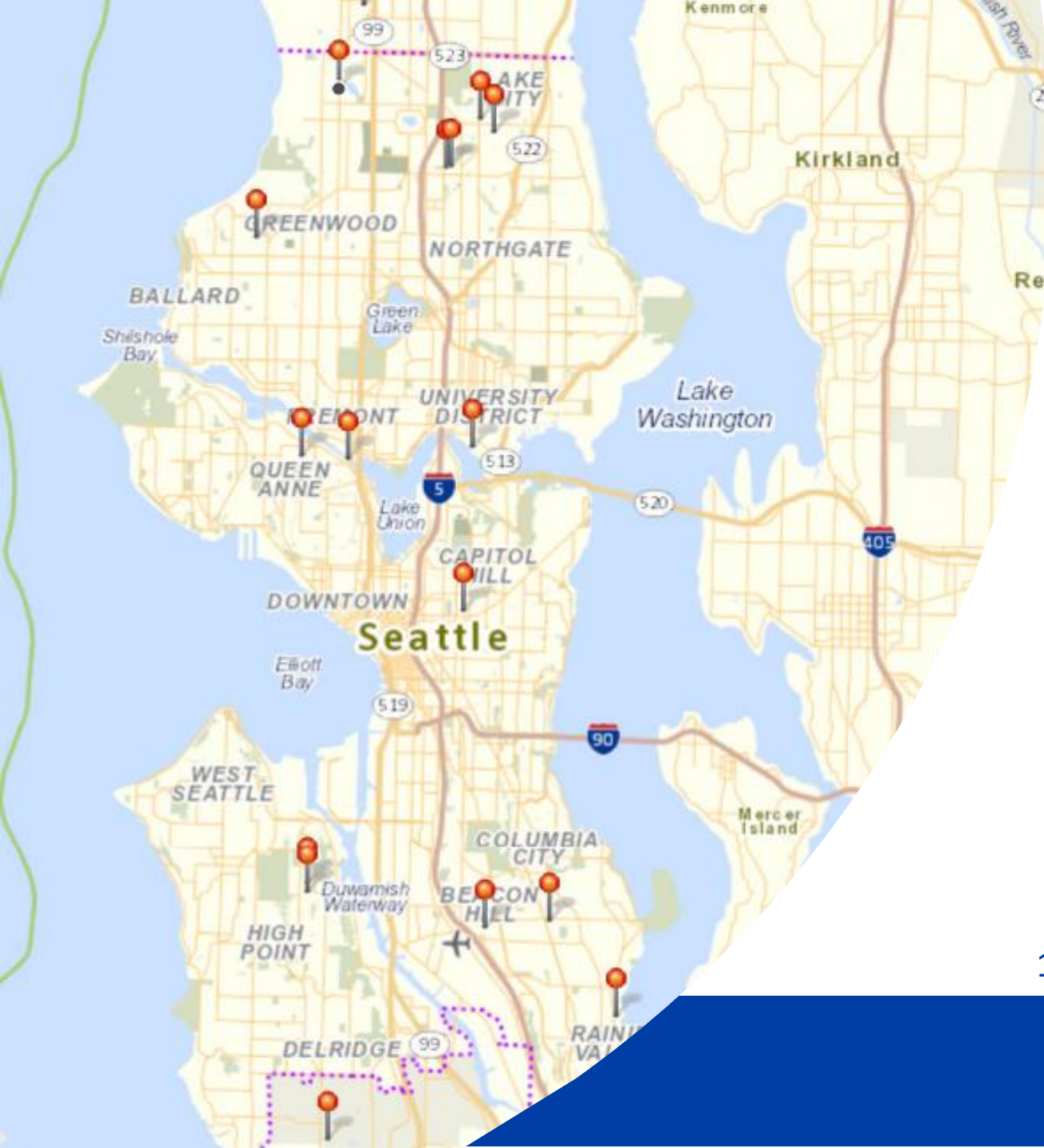
- I-5 & NE 120th St - 327 NE 120th St – Central Puget Sound Regional Transit
- Anthony Pl S & 27th Ave S - 3541 Anthony Pl S - Onda, LLC and Barbara Busetti
- 6th Ave S & Airport Way S - 1000 6th Ave S -S-QOZB, LLC
- 9th Ave S - Yesler Terrace Community – Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St – Just Like Heaven, LLC
- W Amory Way & 15th Ave W - 1600 W Armory Way - Washington Military Department

Water Easement Acceptance Ordinance

CB-120473

- Development or improvement of private property may include installing SPU water facilities
- To operate watermains or hydrants on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept 24 water utility easements

CB-120473 Water Easement Acceptances



11



City of Seattle

169

CB-120473 Water Easement Acceptances

- 21st Ave S & S Kenney St - 5946 21st Ave S
- 1st Ave NE & NE 185th St - 18322 1st Ave NE
- S Creston St & S Ruggles St - 5124 S Creston St
- W Dravus St & 5th Ave W - 611 W Dravus St
- NE Boat St & 15th Ave NE - 1417 NE Boat St
- 15th Ave NE & NE 125th St - 12510 15th Ave NE
- 37th Ave S & S Orcas St - 5727 37th Ave S
- 20th Ave S & NE 123rd St - 12051 20th Ave NE
- 8th Ave NE & NE 112th St - 11045 8th Ave NE
- Aurora Ave N & N 170th St - 16750 Aurora Ave N
- Puget Blvd SW & SW Hudson St - 4874 Puget Blvd SW
- SW 14th St & Puget Way SW - 1619 SW 14th St
- 14th Ave SW & SW 112th St - 11055 14th Ave SW
- Westminster Way N & N 155th St - 15711 Westminster Way N
- NW 89th St & 18th Ave NW - 1808 NW 89th St
- 23rd Ave SW & Puget Blvd SW - 5080 23rd Ave SW
- Seward Park Ave S & S Myrtle St - 77938 Seward Park Ave S
- 3rd Ave N & Etruria St - 3014 3rd Ave N
- 64th Place S & S 120th St – 11914 64th Pl S
- Greenwood Ave N & N 134th St - 13333 Greenwood Ave N

QUESTIONS?

Bryan Solemsaas
Sr. Real Property Agent
Seattle Public Utilities

Gerry Caruso
Sr. Real Property Agent
Seattle Public Utilities





Legislation Text

File #: CB 120471, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to The City of Seattle for installation, operation, and maintenance of sanitary sewers, storm drains, and appurtenances at various locations in Seattle; placing the real property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

WHEREAS, certain property improvements were built or are planned to be built by various property owners and customers of Seattle Public Utilities (SPU) for drainage and wastewater purposes; and

WHEREAS, certain property owners have granted easements to The City of Seattle as a condition of the installation of necessary sanitary sewers and storm drain facilities; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City of Seattle (the “City”) hereby accepts the easements granted to the City for sanitary sewer and storm drain facilities, and appurtenances, over, under, across, and upon the real property generally described below and legally described in the recorded documents identified within this ordinance, and in Attachment 1 to this ordinance.

A. Grantor: Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington, grants and conveys a sanitary sewer easement to The City of Seattle, Washington, as recorded under King County Recording No. 20200221000836.

B. Grantor: Onda LLC, a Washington limited liability company, and Barbara Buseti, an unmarried person, grant and convey a sanitary sewer easement to The City of Seattle, Washington, as recorded under King County Recording No. 20200827002003.

C. Grantor: S-QOZB LLC, a Washington limited liability company, grants and conveys a sanitary sewer easement to The City of Seattle, Washington, as recorded under King County Recording No. 20201124000377.

D. Grantor: The Housing Authority of the City of Seattle, a public body, grants and conveys a sanitary sewer easement to The City of Seattle, Washington, as recorded under King County Recording No. 20210120000277.

E. Grantor: Just Like Heaven, LLC, a Delaware limited liability company, grants and conveys a sanitary sewer easement to The City of Seattle, Washington, as recorded under King County Recording No. 20210128001815.

F. Grantor: Washington Military Department grants and conveys a storm drain easement to The City of Seattle, Washington, as recorded in King County Recording No. 20210430000096.

Section 2. The real property rights and interests conveyed by the easements referenced and accepted in this ordinance shall be placed under the jurisdiction of Seattle Public Utilities.

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

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - Legal Descriptions of Acquired Easements

ATTACHMENT 1 – Legal Descriptions of Acquired Easements

1. Description of easement acquired by document King County Recording Number 20200220000836. (SPU File number 2019-003-001)

- a. **Type:** Easement
- b. **Grantor:** Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington
- c. **Title of Instrument:** Sanitary Sewer Easement
- d. **Recording No.:** 20200221000836
- e. **Recording Date:** February 13, 2020
- f. **Legal Description:**

R/W No. II-111 pin 6411600428

Central Puget Sound Regional Transit Authority {Sound Transit}

Grantor's Parcel:

Lot A, City of Seattle Short Plat No. 8803256, recorded October 31, 1988, under Recording Number 8810310818, in King County, Washington.

(said parcel was acquired by Sound Transit per warranty deed, Recording No. 20180813000395, 1n King County, Washington)

Sewer Easement:

That portion of Lot A, City of Seattle Short Plat No. 8803256, recorded October 31, 1988, under Recording Number 8810310818, in King County, Washington, described as follows:

Beginning at the northeast corner of said Lot A;

Thence S 00° 07' 15" W along east line thereof a distance of 120.61 feet;

Thence N 89° 52' 45" W a distance of 12.00 feet;

Thence N 00° 07' 5"E a distance of 120.93 feet to the north line of said lot a;

Thence S 88° 21' 49" E along the north line of the grantor's parcel a distance of 12.00 feet to the Point of Beginning.

Containing 1,449 square feet, more or less.

2. Description of easement acquired by document King County Recording Number 0200827002003. (SPU File number A0174)

- g. **Type:** Easement
- h. **Grantor:** Onda LLC, a Washington limited liability company, and Barbara Busetti, an unmarried person;
- i. **Title of Instrument:** Sewer Pipe Easement
- j. **Recording No.:** 20200827002003
- k. **Recording Date:** August 27, 2020
- l. **Legal Description:**

A strip of land situated in King County, Washington, particularly described as follows:

The south four (4) feet of Lot IO and the north four (4) feet of Lot 11, Block 4, Cascade View Addition to the City of Seattle, recorded in Volume 15 of Plats, page 75.

3. Description of easement acquired by document King County Recording Number 20201124000377. (SPU File Number 2020-005-001)

- a. **Type:** Easement
- b. **Grantor:** S-QOZB LLC, a Washington limited liability company
- c. **Title of Instrument:** Combined Sewer Main Easement
- d. **Recording No.:** 20201124000377
- e. **Recording Date:** October 26, 2020
- f. **Legal Description:**

That portion of that parcel of land per City of Seattle Vacation Ordinance No. 111125 recorded under Recording No. 8305260919 records of King County, Washington, more particularly described as follows:

Commencing at the Northwest corner of Lot 2, Block 246, as per the Plat of Seattle Tidelands recorded in Volume 62 of Plats, Page 25, records of King County, Washington and shown on that Record of Survey for Frye Public Art Museum recorded under Recording No. 20040126900010; Thence North 01°07'00" East 118.12 feet along the East margin of 6th Avenue South to the True Point of Beginning. Thence continuing along said East margin, North 01°07'00" East 14.00 feet; Thence South 88°55'35" East 51.32 feet to the West margin of Airport Way South as described in said Vacation Ordinance and the beginning of a curve to the right, the center of which bears South 49°12'25" West 79.00 feet; Thence Southeasterly along said West margin and said curve 17.25 feet through a central angle of 12°30'50" to a point which bears South 88°55'35" East 61.36 feet from the True Point of Beginning; Thence North 88°55'35" West 61.36 feet to said West margin and the True Point of Beginning.

4. Description of easement acquired by document King County Recording Number 20210120000277. (SPU File Number 2018-005-011)

- a. **Type:** Easement
- b. **Grantor:** The Housing Authority of the City of Seattle, a public body
- c. **Title of Instrument:** Public Utility Easement
- d. **Recording No.:** 20210120000277
- e. **Recording Date:** January 20, 2021
- f. **Legal Description:**

A portion of Lot 22, Block 6, Plat of Yesler Terrace Community, Volume 267 of Plats, Pages 59 through 75, Instrument Number 20141209001425, records of King County, Washington, described as follows:

Commencing at the monumented centerline intersection of South Jackson Street and 9th Avenue South; Thence North 01°16'05" East, along the centerline of 9th Avenue South, a distance of 111.74 feet; Thence South 88°43'55" East, departing said centerline at a right angle, a distance of 33.00 feet to a point on the west right-of-way line of 9th Avenue South, and The Point of Beginning; Thence North 01°16'05" East, along said right-of-way line, a distance of 52.14 feet; Thence North 21°13'47" West, departing said line, a distance of 76.30 feet; Thence North 01°16'13" East, a distance of 64.59 feet; Thence North 88°43'47" West, a distance of 20.00 feet; Thence South 01°16'13" West, a distance of 68.57 feet; Thence South 21°15'07" East, a distance of 128.45 feet to The Point of Beginning.

The described area contains 3,377 square feet, or 0.0775 acre, more or less.
Situate in the City of Seattle, King County, Washington

5. Description of easement acquired by document King County Recording Number 20210128001815. (SPU File Number 2020-008-001)

- a. **Type: Easement**
- b. **Grantor: Just Like Heaven, LLC, a Delaware limited liability company**
- c. **Title of Instrument: Sanitary Sewer Main Easement**
- d. **Recording No.: 20210128001815**
- e. **Recording Date: January 28, 2021**
- f. **Legal Description:**

That portion of Tax Parcel No. 411460-0712, described below, lying within a 12.00 foot wide easement, lying 6.00 feet on each side of a centerline described as follows:

Commencing at the monument in case at the intersection of 41st Avenue East and East Highland Drive, from which the monument at 41st Avenue East and East Lee Street bears North 01°33'01" East, Thence along the centerline of 41st Avenue East, South 01°33'56" West, 439.95 feet to the intersection with East Prospect Street;

Thence along the centerline of East Prospect Street, South 88°27'13" East, 185.18 feet;

Thence North 14°33'54" East, 41.06 feet to The True Point of Beginning;

Thence North 14°33'54" East, 116.99 feet;

Thence South 88°27'13" East, 35.00 feet to the terminus of this easement centerline description.

The sidelines of this easement are to be shortened or lengthened so as to end at angle points and the north and south property lines of said parcel extended easterly.

Tax Parcel No. 411460-0712 Description:

That portion of Lots 5 And 6, Block 29, Map of Lake Washington Shorelands, in King County, Washington, as shown on the official maps on file in The Office of the Commissioner of Public Lands at Olympia, Washington, and of Lots 5 and 6, Block 13, John J. McGilvra's 2nd Addition to the City Of Seattle, according to the plat thereof in Volume 1 of Plats, Page 80, in King County, Washington, lying easterly of a line ranging from a point on the south line of said Block 13 to a point on the north line of Lot 5 of said Block 13 which is 118.98 East of the northwest corner of said Lot 5, and westerly of a line ranging from a point on the south line of Lot 6 of said Block 29 which is 156.78 feet East of the southwest corner of Lot 6 of said Block 13 to a point on the north line of Lot 5 of said Block 29 which is 184.48 East of the northwest corner of Lot 5 of said Block 13.

6. Description of easement acquired by document King County Recording Number 20210430000096. (SPU File Number 2021-005-001)

- a. **Type: Easement**
- b. **Grantor: Washington Military Department**
- c. **Title of Instrument: Storm Drain Easement**
- d. **Recording No.: 20210430000096**
- e. **Recording Date: April 30, 2021**

f. Legal Description:

A Public Utilities Easement across a portion of the below described PARCEL A, said easement being more particularly described as follows:

Commencing at point along the northeasterly line of said Parcel A, said point also being the southeast corner of Lot 1, Block 128, Seattle Tide Lands; thence along said northeasterly line of said Parcel A North 33°43'50" West, 142.38 feet; thence continuing along said northeasterly line

North 39°52'00" West, 4.92 feet; thence southwesterly at right angles South 50°08'00" West, 20.05 feet to the POINT OF BEGINNING; thence North 37°56'06" West, 268.55 feet; thence North 39°53'04" West, 255.03 feet; thence North 38°58'31" West, 161.62 feet; thence South 53°36'49" West, 37.38 feet to a point on the westerly line of said Parcel A; thence along said westerly line North 00°01'29" West, 17.38 feet; thence leaving said westerly line North 53°36'49" East, 38.33 feet to a point on the northeasterly line of said Parcel A; thence along said northeasterly line South 39°34'40" East,

698.36 feet; thence leaving said northeasterly line South 50°08'00" West, 20.05 feet to the POINT OF BEGINNING, containing 10,360 square feet, more or less.

Parcel A

The land referred to herein below is situated in the County of King, State of WA, and is described as follows: All those lands lying and being situate in Section 23, Township 25 North, Range 3 East, Willamette Meridian, City of Seattle, King County, Washington and being that portion of Seattle Tide Lands and streets and alleys of the City of Seattle, King County, State of Washington, lying south of Lawton Way more particularly described as follows:

Beginning at a city monument located at the intersection of the centerlines of 15th Avenue West and West Garfield street; thence S 89°51'38" W along the centerline of said Garfield Street, 381.69 feet; thence N 0°08'22" W, 50.00 feet to the north line of Garfield Street, the true POINT OF BEGINNING; thence N 0°08'22" W along the westerly edge of the existing rope walk structure a distance of 65.00 feet; thence N 89°51'38" E along said structure a distance of 9.62 feet to a point which is 21 feet west of the east line of Lot 8, Block 131, Seattle Tide Lands; thence N 0°08'22" W parallel to and 21 feet westerly from the east line of Lots 8 to 1, inclusive, of Block 131, extended across West Howe Street, now vacated, and 21 feet westerly from the east line of Lots 9 to 3, inclusive, of Block 128, Seattle Tide Lands to a point which is 21 feet westerly from the east line of said Lot 3 and 30 feet southerly from the north line of said Lot 3; thence S 89°51'38" W parallel to the north line of said Lot 3 a distance of 34.68 feet; thence N 0°08'22" W parallel to and 55.68 feet westerly from the east line of Lots 2 and 3 of said Block 128 a distance of 130.00 feet to the southeast corner of Lot 1 of said Block 128; thence N 33°43'50" W a distance of 142.38 feet to a point 20 feet southwesterly from (when measured at right angles to) the centerline of the most southwesterly line of tracks of the Northern Pacific Railway Company along Lawton Way; thence N 39°52'00" W parallel to and 20 feet southwesterly from said track centerline a distance of 754.03 feet to an intersection with a line which is the northerly extension of a line parallel to and 20 feet easterly from (when measured at right angles to) the centerline of the most easterly line of tracks of said railroad company as said tracks are tangent through Lots 6 and 7 of Block 126 and Lots 1 to 91 inclusive, of Block 129 of said addition; thence S 0°06'52" E along the above described line parallel to and 20 feet easterly from said railroad centerline a distance of 1,479.39 feet; thence parallel to and 20 feet easterly from said railroad centerline

of a 1,030.84-foot radius curve to the left (the long chord of which curve bears S 16°23'52" E, 578.07 feet) an arc distance of 585.92 feet; thence S 32°40'52" E parallel to and 20 feet easterly from said railroad centerline and the southerly extension thereof tangent through Lots 5 and 6 of Block 130 of said addition a distance of 423.46 feet to the north line of Garfield Street; thence N 89°51'38" E along the north line of Garfield Street a distance of 196.79 feet to the true POINT OF BEGINNING.

Excepting that portion thereof lying south of a line which is 977.16 feet north of (as measured at right angles) and parallel to the centerline of West Garfield Street.

766620-1147-08

1600 W Armory Way, Seattle, Washington 98119

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Gerry Caruso 5-1875	Akshay Iyengar 4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to The City of Seattle for installation, operation, and maintenance of sanitary sewers, storm drains, and appurtenances at various locations in Seattle; placing the real property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: The Seattle Department of Construction and Inspections (SDCI) may require installation of drainage and wastewater facilities for property development. This ordinance would authorize the City of Seattle to accept six drainage and wastewater easements for utility installations on private properties required for SDCI project approval.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

Are there financial costs or other impacts of *not* implementing the legislation?
Accepting property rights by ordinance is required by City Municipal Code.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No.

b. Is a public hearing required for this legislation?

No public hearing is required.

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

No.

d. Does this legislation affect a piece of property?

Yes. The drainage and wastewater easements affected by this legislation have been mapped and are available in the geographic information system (GIS) maintained in the offices of Seattle Public Utilities.

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

None.

f. Climate Change Implications

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

No.

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

No.

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

Not Applicable.

Summary Attachments:

None

SPU Easement Acceptance and Relinquishment Legislation

5 Ordinances

Seattle City Council

Transportation and Seattle Public Utilities Committee

December 6, 2022

Five Ordinances for SPU's Water Line of Business and Drainage & Wastewater Lines of Business

- CB-120470 - DWW Relinquishment Ordinance
- CB-120471 - DWW Acceptance Ordinance
- CB-120472 - DWW Relinquishment Ordinance
- CB-120473 - WATER Acceptance Ordinance
- CB-120474 - WATER Relinquishment Ordinance

Drainage & Wastewater Relinquishment Ordinances

CB-120470, CB-120472

- Sewer and stormwater drainage lines served by the easements are no longer needed or have been relocated or retired
- Property owners requested the easements be released
- Ordinances (2) authorize relinquishing utility easements that are surplus to the municipal sewer system

CB-120470

DWW Easement Relinquishments

2809 46th Ave W

46th Ave W and Magnolia Lane W

3200 6th Ave S

6th Ave S and S Hinds St

4

CB-120472

DWW Easement Relinquishments

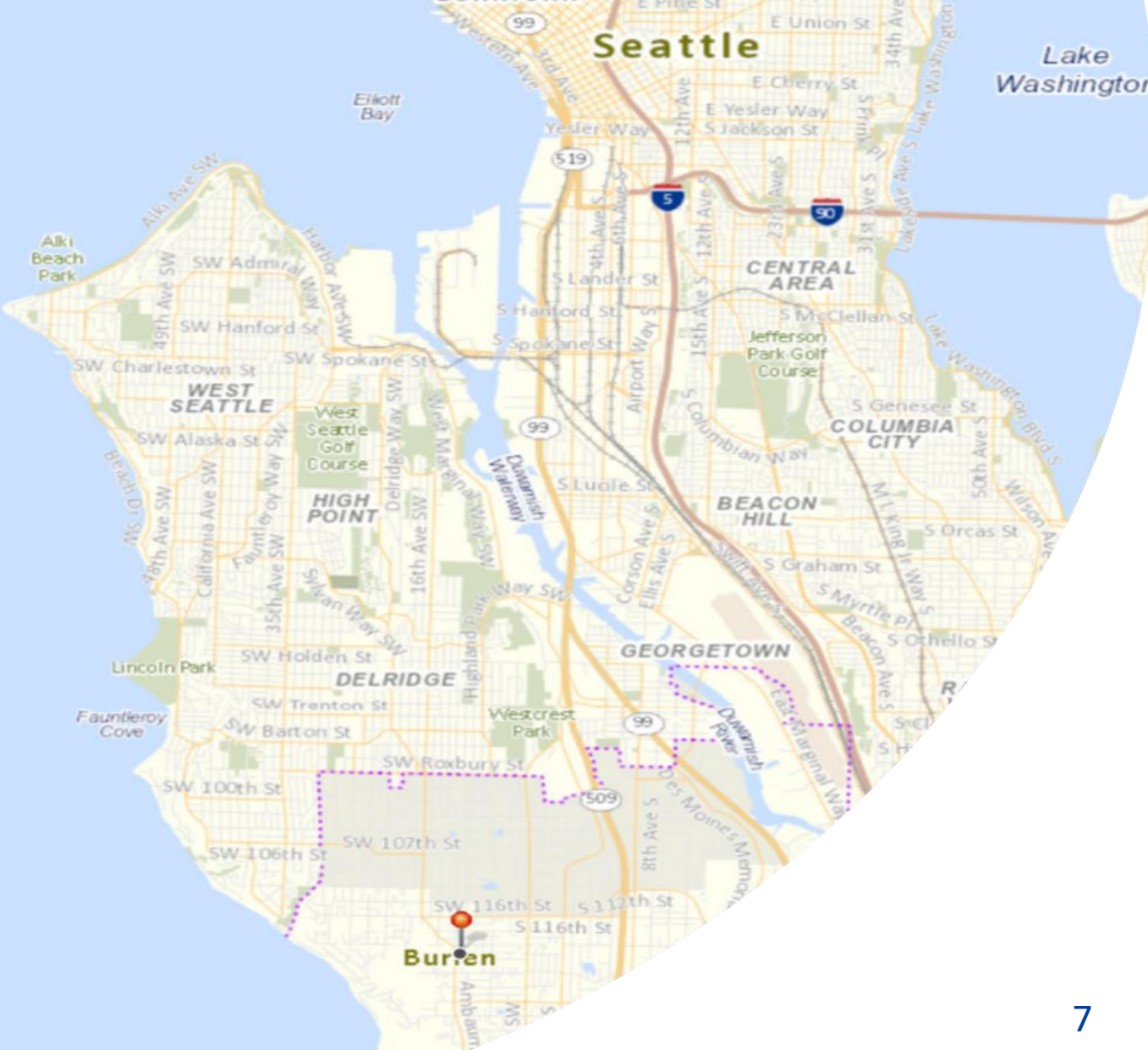
- 6th Ave S * Airport Way S - 1000 6th Ave S - S-QOZB, LLC
- Lake City Way NE & NE 127th St - 12558 Lake City Way NE - Lake City Acres LLC
- Lake City Way NE & NE 127th St - 12548 Lake City Way NE- Lake City Acres LLC
- 9th Ave S - Yesler Terrace Community - Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St - Just Like Heaven, LLC
- Rainer Ave S & 22nd Ave S - 1750 22nd Ave S - Grand Street Commons LLC
- 23rd Ave S & S Horton St - 3200 23rd Ave S - Seattle School District No. 1
- 8th Ave NE & NE 106th St - 10631 8th Ave NE - THC Seattle, LLC
- 12th Ave & E Spruce St - 1211 E Adler St - King County
- 9th Ave N & Aloha St - 739 9th Ave N - Block 79 LLC

Water Relinquishment Ordinance CB-120474

- The easement was acquired to serve a development that was never initiated
- The property owners requested the easement be released
- This ordinance authorizes relinquishing of one utility easement that is surplus to SPU's needs

CB-120474 Water Easement Relinquishments

**1010 SW 122nd St Burien
SW 122nd St & 11th Pl SW**



DWW Easement Acceptance Ordinance

CB-120471

- Development or improvement of private property may include installing SPU facilities on the parcel
- To operate sewer and stormwater drainage facilities on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept six utility easements

CB-120471

DWW Easement Acceptances

- I-5 & NE 120th St - 327 NE 120th St – Central Puget Sound Regional Transit
- Anthony Pl S & 27th Ave S - 3541 Anthony Pl S - Onda, LLC and Barbara Busetti
- 6th Ave S & Airport Way S - 1000 6th Ave S -S-QOZB, LLC
- 9th Ave S - Yesler Terrace Community – Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St – Just Like Heaven, LLC
- W Amory Way & 15th Ave W - 1600 W Armory Way - Washington Military Department

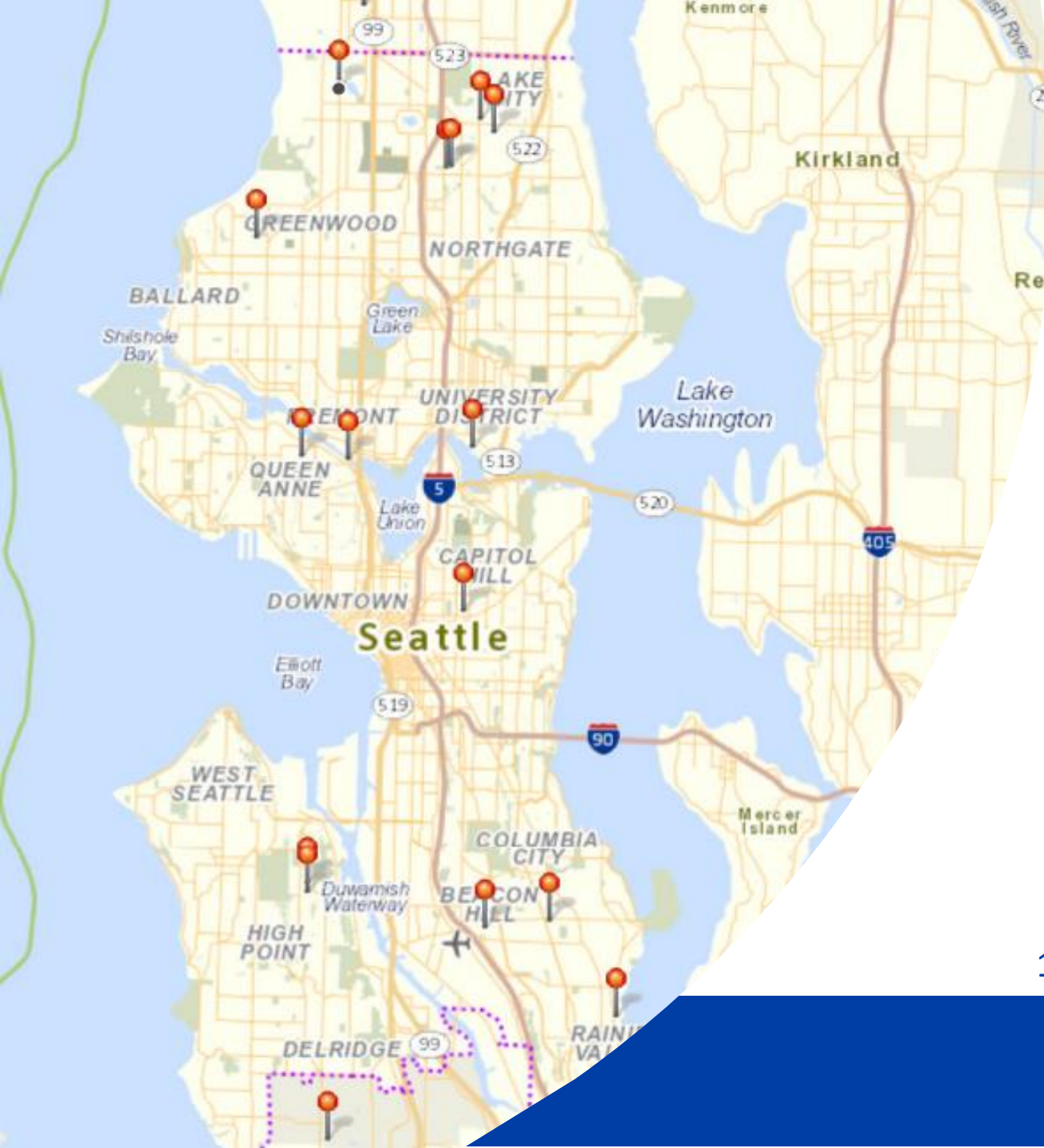


Water Easement Acceptance Ordinance

CB-120473

- Development or improvement of private property may include installing SPU water facilities
- To operate watermains or hydrants on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept 24 water utility easements

CB-120473 Water Easement Acceptances



11



City of Seattle

192

CB-120473 Water Easement Acceptances

- 21st Ave S & S Kenney St - 5946 21st Ave S
- 1st Ave NE & NE 185th St - 18322 1st Ave NE
- S Creston St & S Ruggles St - 5124 S Creston St
- W Dravus St & 5th Ave W - 611 W Dravus St
- NE Boat St & 15th Ave NE - 1417 NE Boat St
- 15th Ave NE & NE 125th St - 12510 15th Ave NE
- 37th Ave S & S Orcas St - 5727 37th Ave S
- 20th Ave S & NE 123rd St - 12051 20th Ave NE
- 8th Ave NE & NE 112th St - 11045 8th Ave NE
- Aurora Ave N & N 170th St - 16750 Aurora Ave N
- Puget Blvd SW & SW Hudson St - 4874 Puget Blvd SW
- SW 14th St & Puget Way SW - 1619 SW 14th St
- 14th Ave SW & SW 112th St - 11055 14th Ave SW
- Westminster Way N & N 155th St - 15711 Westminster Way N
- NW 89th St & 18th Ave NW - 1808 NW 89th St
- 23rd Ave SW & Puget Blvd SW - 5080 23rd Ave SW
- Seward Park Ave S & S Myrtle St - 77938 Seward Park Ave S
- 3rd Ave N & Etruria St - 3014 3rd Ave N
- 64th Place S & S 120th St – 11914 64th Pl S
- Greenwood Ave N & N 134th St - 13333 Greenwood Ave N

QUESTIONS?

Bryan Solemsaas
Sr. Real Property Agent
Seattle Public Utilities

Gerry Caruso
Sr. Real Property Agent
Seattle Public Utilities





Legislation Text

File #: CB 120472, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to sewer and storm drain easements within Seattle as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.

WHEREAS, certain property improvements were built or are planned to be built by various property owners and customers of Seattle Public Utilities (SPU) within easements originally granted to The City of Seattle (“City”) for drainage and wastewater purposes; and

WHEREAS, easements are required from customers to allow for the installation, maintenance, and operation of replacement or affected existing sanitary sewers and storm drain facilities; and

WHEREAS, the City has determined that certain existing drainage and wastewater facility easements are surplus to the City’s needs; and

WHEREAS, SPU has determined the interests of the City, SPU, and SPU’s customers are best served by relinquishing the existing sewer and storm drain easements; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040, and after public hearing, certain existing easements to construct, maintain, and operate sewer and storm drain utilities in Seattle, as set forth and legally described in Attachment 1 to this ordinance, are declared no longer required for municipal utility purposes and are surplus to The City of Seattle’s (the “City”) utility needs.

Section 2. The General Manager/CEO of Seattle Public Utilities, or the General Manager/CEO’s

designee, is authorized to execute, on behalf of the City, ten documents entitled Relinquishment of Easement, releasing the easement property rights generally described below and legally described in Attachment 1 to this ordinance.

A. The sanitary sewer easement granted to Lake City Sewer District and transferred to and accepted by the City pursuant to Ordinances 82426 and 83324; King County Recording No. 4248623; and

B. The sanitary sewer easement that the City accepted pursuant to Ordinance 85556; King County Recording No. 4742679; and

C. The sanitary sewer easement that the City accepted pursuant to Ordinance 111125; King County Recording Nos. 8303020502 and 8303020507; and

D. The sanitary sewer easement granted to Lake City Sewer District and transferred to and accepted by the City pursuant to Ordinance 103080; King County Recording No. 4882435;

E. The public utility easement that the City accepted pursuant to Ordinance 124595; King County Recording No. 20141209001425; and

F. The sanitary sewer easement that the City accepted pursuant to Ordinance 62883; King County Recording No. 2734335; and

G. The storm drain easement that the City accepted pursuant to Ordinance 114505; King County Recording No. 8902070881; and

H. The sanitary sewer easement that the City accepted pursuant to Ordinance 98736; King County Recording No. 6626025; and

I. The sanitary sewer easement that the City accepted pursuant to Ordinance 126024; King County Recording No. 20180828000883; and

J. The storm drain easement that the City accepted pursuant to Ordinance 81752; King County Recording No. 4322418.

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

ratified and confirmed.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:
Attachment 1 - Legal Descriptions of Relinquished Easements

ATTACHMENT 1 – Legal Descriptions of Relinquished Easements

1. Description of easement relinquished by document King County Recording Number 20201204002698 (SPU file number LC006-014)

- a. **Type: Sanitary Sewer Easement**
- b. **Grantor: E.F. Bryant and Joyce E. Bryant, a married couple**
- c. **Title of Instrument: Easement**
- d. **Recording No.: 4248623**
- e. **Recording Date: June 25, 1952**
- f. **Legal Description:**

A permanent easement in Lot 22, Block 5, Cedar Park Addition, as recorded in Vol. 26 of Plats, page 19, records of King County, Wash., being the South 4 feet of the East 200 feet.

2. Description of easement relinquished by document King County Recording Number 20201204002699 (SPU file number A0132)

- a. **Type: Sanitary Sewer Easement**
- b. **Grantor: Louisa C. Frye Inc., a Washington corporation**
- c. **Title of Instrument: Easement**
- d. **Recording No.: 4742679**
- e. **Recording Date: October 25, 1956**
- f. **Legal Description:**

The north 4 feet of that portion of Lot 21, Block 5, Cedar Park Addition, as recorded in Volume 26 of King County Plats at Page 19, lying easterly of a line drawn 165 feet westerly from and parallel to the westerly margin of 33rd Avenue Northeast (said distance measured along the north line of said Lot 21).

3. Description of easement relinquished by document King County Recording Number 20201124000362 (SPU file number 8221-001)

- a. **Type: Sanitary Sewer Easement**
- b. **Grantor: Ruth McCreery; A.B.C. Pacific Corporation**
- c. **Title of Instrument: Easement**
- d. **Recording No.: 8303020502 & 8303020507**
- e. **Recording Date: October 25, 1982**
- f. **Legal Description:**

A 10-foot easement for existing combined sewer as constructed, said easement being 5 feet on each side of the following center line generally described as follows:

Beginning at a point on the center line of Maynard Avenue South, a distance of 115 feet south of the intersection of the center lines of South Charles Street and Maynard Avenue South; thence

southwesterly in a straight line to a point on the center line of Sixth Avenue South, 248.5 feet south of the intersection of the center lines of Sixth Avenue South and Airport Way South;
Situate in the County of King, State of Washington

4. Description of easement relinquished by document King County Recording Number 20211025001054 (SPU file number 2021-012-002)

- a. **Type: Sewer Easement**
- b. **Grantor: King County**
- c. **Title of Instrument: Easement**
- d. **Recording No.: 4882435**
- e. **Recording Date: February 1, 1958**
- f. **Legal Description:**

A portion of Parcel B, as laid out in Seattle Short Plat Number 81149-0081 and recorded under instrument number 8201260348, records of King County, Washington, described as follows:

Commencing at the northeast corner of said Parcel B, being also on the west margin of 8th Avenue northeast;

Thence South 00° 18' 31" West, along said west margin, a distance of 18.00 feet to the south line of the northeast ¼ of the southwest ¼ of the southeast ¼ of section 29, Township 26 North, Range 4 East, Willamette Meridian;

Thence North 88° 21' 20" West, along said south line and parallel with and 18.00 feet south of the north line of said Parcel B, a distance of 302.33 feet to the west line of the east ½ of the southwest ¼ of the southeast ¼ of said section 29, and the Point of Beginning; Thence North 88° 21' 20" West, along said south line, a distance of 10.00 feet;

Thence South 00° 09' 11" West, parallel with and 10.00 west of said west line, a distance of 132.73 feet to the south line of the north 1/5th of the southwest ¼ of the southwest ¼ of the southeast ¼ of said section 29;

Thence South 88° 21' 00" East, along said south line, a distance of 10.00 feet to said west line;

Thence North 00° 09' 11" East, along said west line, a distance of 132.73 feet to the Point of Beginning. Easement area as described contains 1,327 square feet, or 0.0305 acre, more or less.

Situate in the City of Seattle, King County, Washington.

5. Description of easement relinquished by document King County Recording Number 20210120000321 (SPU file number 2018-005-001)

- a. **Type: Utility Easement**
- b. **Grantor: The Housing Authority of the City of Seattle**
- c. **Title of Instrument: Public Utility Easement**
- d. **Recording No.: 20141209001425**
- e. **Recording Date: August 7, 2014**

f. Legal Description:

Public Utility Easement 6. 7 of Yesler Terrace Community. according to the Plat thereof recorded in Volume 267 of Plats. Pages 59 through 75, in King County, Washington, which easement is located on and within Lot 23, Block 6, Yesler Terrace Community, according to said Plat.

6. Description of easement relinquished by document King County Recording Number 20210301003295 (SPU file number 8324-003)

- a. **Type: Combined Sewer Mainline Easement**
- b. **Grantor: Maggie C. Calhoun and William M. Calhoun**
- c. **Title of Instrument: Easement**
- d. **Recording No.: 2734335**
- e. **Recording Date: November 20, 1931**
- f. **Legal Description:**

A strip of land 6-feet in width over and across Lots 5 & 6, Block 29, Lake Washington Shore Lands, the centerline being described as follows:

Beginning at a point on the south line of said Block 29, which said point is 75.38 feet east from the southwest corner of said block; thence north 17° 37' 18" east a distance of 188.43 feet to a point on the north line of Lot 4, said block, which said point is 54.83 feet east of the northwest corner of said Lot 4; together with the right to encroach, occupy, use and damage in the original construction of said sewer, a strip of land 10 feet in width over and across said property, the westerly margin of said strip coinciding with the easterly margin of the easement granted herein.

7. Description of easement relinquished by document King County Recording Number 20210329002215 (SPU file number 2021-001-001)

- a. **Type: Storm Drain Easement**
- b. **Grantor: Belshaw Brothers, Incorporated, a Delaware corporation**
- c. **Title of Instrument: Easement**
- d. **Recording No.: 8902070881**
- e. **Recording Date: January 25, 1989**
- f. **Legal Description:**

The south 185.06 feet of the alley adjoining Block 5, Plat of Creedmore Addition to the City of Seattle, as recorded in Volume 11 of Plats, Page 41, Records of King County, Washington.

8. Description of easement relinquished by document King County Recording Number 20210629003216 (SPU file number 1493-001-001)

- a. **Type: Combined Sewer Easement**
- b. **Grantor: Seattle School District No. 1**
- c. **Title of Instrument: Easement**

- d. **Recording No.: 6626025**
- e. **Recording Date: April 14, 1970**
- f. **Legal Description:**

The relinquished Easement Area is located in the NE ¼ of the NW ¼ of Section 16, Township 24 North, Range 4 East, W.M. and described as follows:

A strip of land 10 feet in width being 5 feet on each side of the center line of vacated South Horton Street lying between the west line of 24th Avenue South and extending in a line 140 feet west and parallel with the south line of vacated South Horton Street, as depicted on Exhibit A attached hereto; and

A strip of land 10 feet in width being 5 feet on each side of the center line of vacated South Horton Street lying between the west line of 24th Avenue South, produced north and a line 140 feet west of and parallel with said west line of 24th Avenue South, as depicted on Exhibit A, attached hereto.

9. Description of easement relinquished by document King County Recording Number 20211215000770 (SPU file number 2017-004-001)

- a. **Type: Combined Sewer Easement**
- b. **Grantor: King County**
- c. **Title of Instrument: Sewer Utility Easement**
- d. **Recording No.: 20180828000883**
- e. **Recording Date: August 28, 2018**
- f. **Legal Description:**

That portion of parcel a, City of Seattle Lot Boundary Adjustment No. 3024559 recorded under Recording No. 20160825900001, records of King County, Washington, being more particularly described as follows:

Commencing at the southwest corner of said parcel a; thence north 01°07'12.61" east along the west line thereof a distance of 275.51 feet to an angle point in said line; thence north 01°07'36" east along said line a distance of 16.51 feet; thence leaving said line, south 51°33'01" east a distance of 11.89 feet to the True Point of Beginning for the area to be relinquished; thence continuing south 51°33'01" east, a distance of 7.80 feet; thence south 01°07'30" west a distance of 280.12 feet to the south line of said parcel a; thence north 88°45'00" west along said south line a distance of 8.97 feet; thence north 01°40'55" east, a distance of 284.84 feet to the point of beginning.

Containing 2,147 square feet, more or less.

10. Description of easement relinquished by document King County Recording Number 202111290001302 (SPU file number 35)

- a. **Type: Drain Easement**
- b. **Grantor: King County**
- c. **Title of Instrument: Easement**
- d. **Recording No.: 4322418**
- e. **Recording Date: January 16, 1953**

f. Legal Description:

A four-foot easement across that portion of Broad Street vacated by Ordinance No. 40243, lying between 8th Avenue North and 9th Avenue North, the boundaries of said easement being 2 feet on either side of the following described center line: Beginning at the southwest corner of Lot 5, Block 80, Lake Union Shore Lands; thence northerly along the west line of said Lot 5 and the east line of the alley as established by Ordinance No. 40526 a distance of 107 feet to the true point of beginning; thence easterly along a line at right angles to the east line of said alley to a point on the west margin of 9th Avenue North.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Gerry Caruso 5-1875	Akshay Iyengar 4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to sewer and storm drain easements within Seattle as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This ordinance would authorize the City of Seattle to relinquish 10 drainage and wastewater easements. The relinquished utility easements are no longer necessary to serve the City's drainage and wastewater system, and the property owners have requested that the City relinquish the easements.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

Are there financial costs or other impacts of *not* implementing the legislation?
Relinquishing property rights by ordinance is required by City Municipal Code.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No.

b. Is a public hearing required for this legislation?

Yes. A public hearing is required to relinquish property or property rights in accordance with RCW 35.94.040.

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

No.

d. Does this legislation affect a piece of property?

Yes. The drainage and wastewater easements and relinquishments have been mapped and are available in the geographic information system maintained in the offices of Seattle Public Utilities.

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

None.

f. Climate Change Implications

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

No.

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

No.

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

Not applicable.

Summary Attachments:

None

SPU Easement Acceptance and Relinquishment Legislation

5 Ordinances

Seattle City Council

Transportation and Seattle Public Utilities Committee

December 6, 2022

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CB-120470, CB-120472

- Sewer and stormwater drainage lines served by the easements are no longer needed or have been relocated or retired
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CB-120470

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6th Ave S and S Hinds St

4

CB-120472

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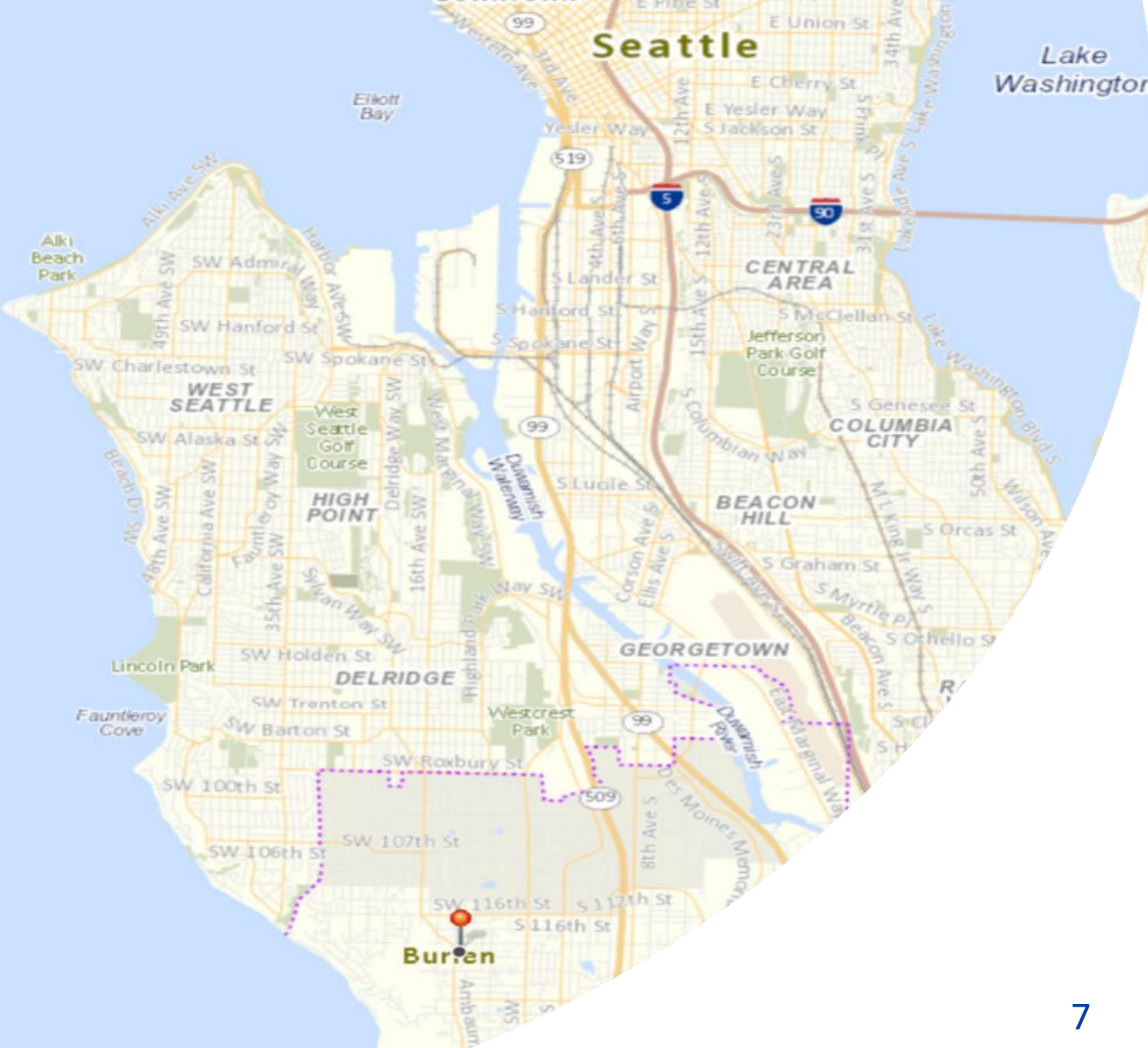
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- E Prospect St & 41st Ave E - 4108 E Prospect St - Just Like Heaven, LLC
- Rainer Ave S & 22nd Ave S - 1750 22nd Ave S - Grand Street Commons LLC
- 23rd Ave S & S Horton St - 3200 23rd Ave S - Seattle School District No. 1
- 8th Ave NE & NE 106th St - 10631 8th Ave NE - THC Seattle, LLC
- 12th Ave & E Spruce St - 1211 E Adler St - King County
- 9th Ave N & Aloha St - 739 9th Ave N - Block 79 LLC

Water Relinquishment Ordinance CB-120474

- The easement was acquired to serve a development that was never initiated
- The property owners requested the easement be released
- This ordinance authorizes relinquishing of one utility easement that is surplus to SPU's needs

CB-120474 Water Easement Relinquishments

**1010 SW 122nd St Burien
SW 122nd St & 11th Pl SW**



DWW Easement Acceptance Ordinance

CB-120471

- Development or improvement of private property may include installing SPU facilities on the parcel
- To operate sewer and stormwater drainage facilities on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept six utility easements

CB-120471

DWW Easement Acceptances

- I-5 & NE 120th St - 327 NE 120th St – Central Puget Sound Regional Transit
- Anthony Pl S & 27th Ave S - 3541 Anthony Pl S - Onda, LLC and Barbara Busetti
- 6th Ave S & Airport Way S - 1000 6th Ave S -S-QOZB, LLC
- 9th Ave S - Yesler Terrace Community – Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St – Just Like Heaven, LLC
- W Amory Way & 15th Ave W - 1600 W Armory Way - Washington Military Department

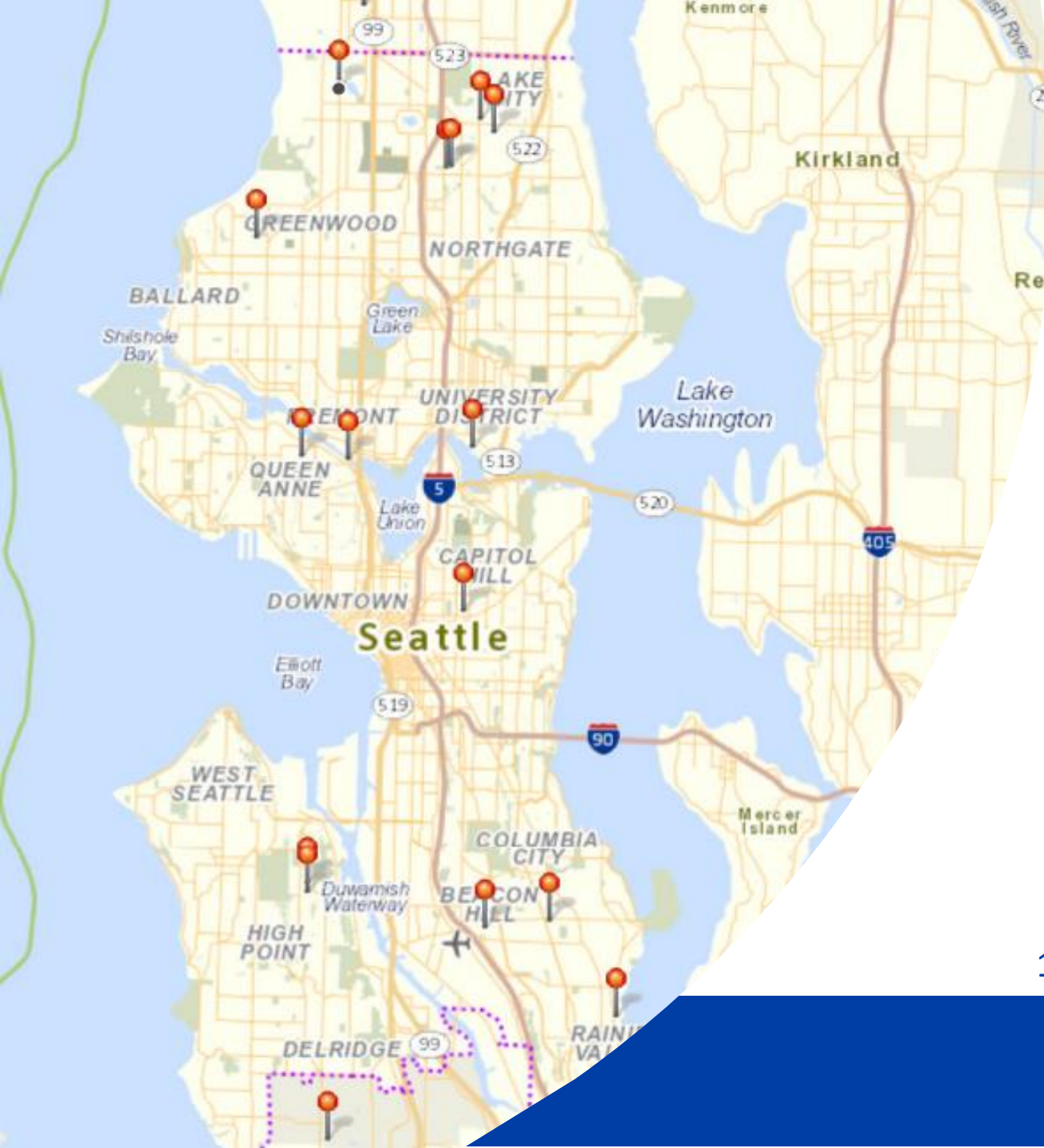


Water Easement Acceptance Ordinance

CB-120473

- Development or improvement of private property may include installing SPU water facilities
- To operate watermains or hydrants on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept 24 water utility easements

CB-120473 Water Easement Acceptances



11



City of Seattle

215

CB-120473 Water Easement Acceptances

- 21st Ave S & S Kenney St - 5946 21st Ave S
- 1st Ave NE & NE 185th St - 18322 1st Ave NE
- S Creston St & S Ruggles St - 5124 S Creston St
- W Dravus St & 5th Ave W - 611 W Dravus St
- NE Boat St & 15th Ave NE - 1417 NE Boat St
- 15th Ave NE & NE 125th St - 12510 15th Ave NE
- 37th Ave S & S Orcas St - 5727 37th Ave S
- 20th Ave S & NE 123rd St - 12051 20th Ave NE
- 8th Ave NE & NE 112th St - 11045 8th Ave NE
- Aurora Ave N & N 170th St - 16750 Aurora Ave N
- Puget Blvd SW & SW Hudson St - 4874 Puget Blvd SW
- SW 14th St & Puget Way SW - 1619 SW 14th St
- 14th Ave SW & SW 112th St - 11055 14th Ave SW
- Westminster Way N & N 155th St - 15711 Westminster Way N
- NW 89th St & 18th Ave NW - 1808 NW 89th St
- 23rd Ave SW & Puget Blvd SW - 5080 23rd Ave SW
- Seward Park Ave S & S Myrtle St - 77938 Seward Park Ave S
- 3rd Ave N & Etruria St - 3014 3rd Ave N
- 64th Place S & S 120th St – 11914 64th Pl S
- Greenwood Ave N & N 134th St - 13333 Greenwood Ave N

QUESTIONS?

Bryan Solemsaas
Sr. Real Property Agent
Seattle Public Utilities

Gerry Caruso
Sr. Real Property Agent
Seattle Public Utilities





Legislation Text

File #: CB 120473, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to The City of Seattle for installation, operation, and maintenance of hydrants, water mains, domestic meter vaults, fire service meters, and appurtenances necessary for water utility purposes at various locations in Seattle; placing the property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

WHEREAS, the City requires easements from property owners to construct, operate, and maintain hydrants, water mains, domestic meter vaults, fire service meters, and appurtenances located on their property for water utility purposes; and

WHEREAS, certain property owners have developed and improved their property and have granted easements to the City as a condition of the installation of necessary water facilities; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City of Seattle accepts the easements granted for water utility purposes over, under, across, and upon the real property generally described below and legally described in Attachment 1 to this ordinance.

A. Grantor: Jabooda Homes, Inc., a Washington corporation; King County Recording No. 20200227000478.

B. Grantor: Blue Fern Development I, LLC, a Washington limited liability company; King County Recording No. 20200609001436.

C. Grantor: Jabooda Homes, Inc., a Washington corporation; King County Recording No. 20200728000094.

D. Grantor: Seattle Pacific University, a Washington nonprofit corporation; King County Recording No. 20200826002872.

E. Grantor: Lucky Due, LLC, a Washington limited liability company; King County Recording No. 20200901001211.

F. Grantor: Pinehurst Land, LP, a Washington limited partnership; King County Recording No. 20200911001605.

G. Grantor: Filipino Community of Seattle, a Washington nonprofit corporation; King County Recording No. 20200928002489.

H. Grantor: 12051 20th Ave NE, LLC, a Washington limited liability corporation; King County Recording No. 20201015002104.

I. Grantor: CRP/CSH Northgate, LLC, a Washington limited liability corporation; King County Recording No. 20201102001319.

J. Grantor: Northaven Development, a Washington nonprofit corporation; King County Recording No. 20201102001324.

K. Grantor: WA Shorewood Self Storage, LLC, a Washington limited liability corporation; King County Recording No. 20201116002605.

L. Grantor: RHH WS1, LLC, a Washington limited liability corporation; King County Recording No. 20201124000546.

M. Grantor: Salmon Creek Self-Storage, LLC, a Washington limited liability corporation; King County Recording No. 20201223000212.

N. Grantor: Blue Fern Development, LLC, a Washington limited liability corporation; King County Recording No. 20201228001756.

O. Grantor: MGP XII SB Aurora, LLC, a Delaware limited liability company; King County Recording No. 20210108001808.

P. Grantor: Cypress Lane LLC, a Washington limited liability company; King County Recording No. 20210226001911.

Q. Grantor: Yoland Daniel, an individual, as his sole and separate property; King County Recording No. 20210311001304.

R. Grantor: Christopher Herron and Bethany Herron, a married couple; King County Recording No. 20210311001322.

S. Grantor: John P. Whelan and Michelle Miner Whelan, each as their respective separate estate; King County Recording No. 20210311001338.

T. Grantor: Scott R. Weatherby, an individual, as his sole and separate property; King County Recording No. 20210311001382.

U. Grantor: Seward Wind LLC, a Washington limited liability company; King County Recording No. 20210315001454.

V. Grantor: Seattle Lodge No. 92 of the Benevolent and Protective Order of Elks; King County Recording No. 20210527002426.

W. Grantor: Pulte Homes of Washington, Inc., a Michigan corporation; King County Recording No. 20210803001596.

X. Grantor: Skyway Park LLC, a Washington limited liability company; King County Recording No. 20210728001239 and Re-Recording No. 20220224001097.

Section 2. The real property rights and interests conveyed by the easements referenced and accepted in this ordinance shall be placed under the jurisdiction of Seattle Public Utilities.

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

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by

Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by
me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim, City Clerk

(Seal)

Attachments:

Attachment 1 - Legal Descriptions of Acquired Easements

ATTACHMENT 1 – Legal Descriptions of Acquired Easements

1. Description of easement acquired by document King County Recording Number 20200227000478. (SPU File Number 65-038)

- a. **Type:** Easement
- b. **Grantor:** Jabooda Homes, Inc. a Washington corporation
- c. **Title of Instrument:** Water Main Easement
- d. **Recording No.:** 20200227000478
- e. **Recording Date:** February 27, 2020
- f. **Legal Description:**

A strip of land 20.00 feet in width, lying over, under and across Parcels A, B, D, E, F, G, H and I of City of Seattle Short Subdivision Number 3026275, recorded under Recording Number 20171109900005, records of King County, Washington, 10.00 of such width lying on both sides of the following described centerline:

COMMENCING at the Southeast corner of said Parcel A; THENCE North 01°38'02" East, 10.00 feet along the East line of said Parcel A to the North line of the South 10.00 feet of said Parcel A and the TRUE POINT OF BEGINNING; THENCE North 86°54'25" West, 19.27 feet; THENCE Westerly along the arc of a curve to the left, having a radius of 100.00 feet, through a central angle of 07°57'31" , and an arc length of 13.89 feet to a point herein referenced to as Point A; THENCE CONTINUING Westerly along said curve through a central angle of 12°54'18", a distance of 22.52 feet to a point of tangency; THENCE South 72°13'46" West, 13.28 feet to a point herein referenced to as Point B; THENCE CONTINUING South 72°13'46" West, 57.14 feet to a point herein referenced to as Point C; THENCE CONTINUING South 72°13'46" West, 5.97 feet to a point herein referenced to as Point D; THENCE CONTINUING South 72° 13'46" West, 1.03 feet to a point herein referenced to as Point E; THENCE CONTINUING South 72°13'46" West. 71.78 feet to a point herein referenced to as Point F; THENCE CONTINUING South 72°13'46" West, 38.04 feet; THENCE North 17°46'14" West, 55.58 feet; THENCE North 88°30'02" West, 20.82 feet to the West line of said Parcel G and the terminus;

TOGETHER WITH a Strip of land 5.00 feet in width, 2.50 feet of such width lying on both sides of the following described centerline:

BEGINNING at foresaid Point A; THENCE South 06°00'42" East, 15.03 feet to the terminus;

TOGETHER WITH a Strip of land 5.00 feet in width, 2.50 feet of such width lying on both sides of the following described centerline;

BEGINNING at foresaid Point B; THENCE North 17°46'14" West; 15.00 feet to the terminus;

TOGETHER WITH a Strip of land 10.00 feet in width, 5.00 feet of such width lying on both sides of the following described centerline;

BEGINNING at foresaid Point C; THENCE South 17°46'14" East, 20.00 feet to the terminus;

TOGETHER WITH a Strip of land 5.00 feet in width, 2.50 feet of such width lying on both sides of the following described centerline;

BEGINNING at foresaid Point D; THENCE North 17°46'14" West, 15.00 feet to the terminus;

TOGETHER WITH a Strip of land 5.00 feet in width, 2.50 feet of such width lying on both sides of the following described centerline;

BEGINNING at foresaid Point E; THENCE North 17°46'14" West, 15.00 feet to the terminus;

TOGETHER WITH a Strip of land 5.00 feet in width, 2.50 feet of such width lying on both sides of the following described centerline;

BEGINNING at foresaid Point F; THENCE North 17°46'14" West, 15.00 feet to the terminus;

Sidelines shall be trimmed or extended to meet at angle points, said East line, the North line of said Parcel G and the West line of said Parcel G; above described Easement Area contains approximately 6,606 sq. ft.

2. Description of easement acquired by document King County Recording Number 20200609001436 (SPU File Number 209-010)

- a. **Type:** Easement
- b. **Grantor:** Blue Fern Development I, LLC
- c. **Title of Instrument:** Hydrant Easement
- d. **Recording No.:** 20200609001436
- e. **Recording Date:** June 9, 2020
- f. **Legal Description:**

A strip of land 10.00 feet in width over a portion of the west half of the northeast quarter of the northwest quarter of Section 8, Township 26 North, Range 4 East, W.M. in King County, Washington, said strip having 5.00 feet on each side of the following described centerline:

Commencing at the Northwest quarter of said subdivision; Thence S00°14'45"W, along the West line of said subdivision, 390.70 feet; Thence S89°45'15"E 30.00 feet to the POINT OF BEGINNING, said POINT being on the Easterly right-of-way margin on 1st Avenue Northeast; Thence Continuing S89°45'15"E 3.25 feet to the terminus of said centerline;

The sidelines of the above-described strip shall be lengthened or shortened, as required, to intersect said easterly right-of-way margin.

3. Description of easement acquired by document King County Recording Number 20200728000094 (SPU File Number 306-010)

- a. **Type:** Easement
- b. **Grantor:** Jabooda Homes, Inc. a Washington corporation
- c. **Title of Instrument:** Water Service Easement
- d. **Recording No.:** 20200728000094
- e. **Recording Date:** July 28, 2020
- f. **Legal Description:**

That portion of Parcels A, B, C, D, E, F, and G of City of Seattle Short Plat No. 3006900, as recorded under Recording No. 20080523900003, records of King County, Washington, described as follows:

Being a 20.00 foot wide strip of land lying 1000 feet on both sides of the following described centerline; Beginning at the Southwest corner of said Parcel A; THENCE South 88°47'51" East, 22.51 feet along the South line of said Parcel A to the TRUE POINT OF BEGINNING; THENCE North 01°15'50" West, 43.85 feet to a point hereinafter referred to as "POINT A"; THENCE CONTINUING North 01°15'50" West, 90.32 feet to a point hereinafter referred to as "POINT B"; THENCE CONTINUING North 01°15'50" West, 22.95 feet; THENCE North 01°39'33" East, 14.42 feet to a point hereinafter referred to as "POINT C"; THENCE CONTINUING North 01°39'33" East, 69.51 feet to a point hereinafter referred to as "POINT D"; THENCE CONTINUING North 01°03'33" East, 44. 72 feet to a point hereinafter referred to as "POINT E"; THENCE

CONTINUING North 01°39'33" East, 21.35 feet; THENCE North 46°39'33" East, 22.63 feet; THENCE North 01°39'33" East, 27.86 feet to the terminus of said centerline;

ALSO TOGETHER WITH a 5.00 foot wide strip of land lying 2.50 feet on both sides of the following described centerline:

BEGINNING at said "POINT A", Thence North 88°44'10" East, 15.00 feet to the terminus of said centerline;

ALSO TOGETHER WITH a 5.00 foot wide strip of land lying 2.50 feet on both sides of the following described centerline:

BEGINNING at said "POINT B", Thence North 88°44'10" East, 15.00 feet to the terminus of said centerline;

ALSO TOGETHER WITH a 5.00 foot wide strip of land lying 2.50 feet on both sides of the following described centerline:

BEGINNING at said "POINT C", Thence South 88°20'27" East, 15.00 feet to the terminus of said centerline;

ALSO TOGETHER WITH a 5.00 foot wide strip of land lying 2.50 feet on both sides of the following described centerline:

BEGINNING at said "POINT O", Thence South 88°20'27" East, 15.00 feet to the terminus of said centerline;

ALSO TOGETHER WITH a 14.00 foot wide strip of land lying 7.00 feet on both sides of the following described centerline:

BEGINNING at said "POINT O", Thence South 88°20'27" East, 15.00 feet to the terminus of said centerline.

Containing 7,322 +/- SF

Sidelines of the above-described easement shall be shortened or lengthened to meet at angle points, said South line of said Parcel A.

4. Description of easement acquired by document King County Recording Number 20200826002872. (SPU File number 21-0006)

- a. **Type:** Easement
- b. **Grantor:** Seattle Pacific University, a Washington nonprofit corporation
- c. **Title of Instrument:** Water Meter Vault Easement
- d. **Recording No.:** 20200826002872
- e. **Record Date:** August 26, 2020
- f. **Legal Description:**

That portion of Lots B and C of City of Seattle Boundary Line Adjustment Number 2407087, Recorded under instrument number 20041214900005, Records of King County, Washington, and a portion of City of Seattle acquisition Ordinance Number 92857, lying within the following described bounds:

Commencing at the Southeasterly-most corner of said Parcel B; Thence North 20°36'09" East, a distance of 1.73 feet to the Point of Beginning; Thence North 00°08'24" East a distance of 8.67 feet; Thence North 89°51'36" West, a distance of 11.00 feet; Thence South 00°08'24" West a distance of 8.67 feet; Thence South 89°51'36" East, a distance of 11.00 feet to the Point of Beginning. Situated in the City of Seattle, King County, Washington. The area described contains 95 square feet, more or less.

5. Description of easement acquired by document King County Recording Number 20200901001211. (SPU File number 23-009)

- a. **Type:** Easement
- b. **Grantor:** Lucky Due, LLC, a Washington limited liability company
- c. **Title of Instrument:** Water Meter Vault Easement

- d. **Recording No.: 20200901001211**
- e. **Recording Date: September 1, 2020**
- f. **Legal Description:**

That portion of Lot 21 in Block 37 of Brooklyn Addition to the City of Seattle, according to the Plat recorded in Volume 7 of Plats at Page 32, in King County, Washington, more particularly described as follows:

Commencing at a found 2 inch aluminum cap with punch in monument case at the intersection of centerlines of Brooklyn Avenue Northeast and Northeast Boat Street; Thence South 59° 51' 24" East along the centerline of said Northeast Boat Street, a distance of 214.83 feet; Thence South 34° 25' 16" East, along said centerline, a distance of 160.79 feet to the intersection of University Avenue Northeast; Thence continuing South 34° 25' 16" East, along said centerline, a distance of 256.17 feet; Thence departing said centerline at a right angle, South 55° 34' 44" West, a distance of 30.00 feet to the Southwesterly right of way margin of said Northeast Boat Street and the Point of Beginning; Thence South 34° 25' 16" East along said Southeasterly margin, a distance of 14.67 feet; Thence South 55° 34' 44" West, departing said margin line, a distance of 5.40 feet; Thence North 34° 25' 16" West, a distance of 14.67 feet; Thence North 55° 34' 44" East, a distance of 5.40 feet to the Point of Beginning.

Situated in the City of Seattle, King County, Washington.

The Easement Area described contains 79 square feet, more or less.

6. Description of easement acquired by document King County Recording Number 20200911001605. (SPU File Number 226-021)

- a. **Type: Easement**
- b. **Grantor: Pinehurst Land, L.P. a Washington limited partnership**
- c. **Title of Instrument: Water Meter Vault Easement**
- d. **Recording No.: 20200911001605**
- e. **Recording Date: August 16, 2020**
- f. **Legal Description:**

That portion of Parcel A, City of Seattle LBA No. 3029176 and superseded by City of Seattle LBA No. 3029176-LU No. 20180824900005, described as follows:

Commencing at the Southwest corner of said Parcel A, said point being on the easterly margin of 15th Ave NE; Thence North 01° 15' 07" East, along said margin, 104.52 feet to the Point of Beginning; Thence continuing North 01° 15' 07" East, along said margin, 7.00 feet; Thence South 88° 44' 53" East 16.00 feet; Thence South 01° 15' 07" West 7.00 feet; Thence North 88° 44' 53" West 16.00 feet to the Point of Beginning.

Containing an area of 112 sq. ft., more or less

7. Description of easement acquired by document King County Recording Number 20200928002489. (SPU File Number 66-001)

- a. **Type: Easement**
- b. **Grantor: Filipino Community of Seattle, a Washington nonprofit corporation**
- c. **Title of Instrument: Hydrant Easement**
- d. **Recording No.: 20200928002489**

- e. **Recording Date: July 22, 2020**
- f. **Legal Description:**

That portion of Lots 21 and 22, Holtfreter's Addition to the City of Seattle, according to the Plat thereof recorded in Volume 22 of Plats, Page 37, records of King Count, Washington, described as follows:

Commencing at the intersection of the common line of Lots 20 and 21 of said Plat, and a point on the Westerly margin of 37th Avenue Southeast as dedicated by Deed recorded under King County Recording No. 20191018000618; Thence N01°17'09"E, along said Westerly margin, a distance of 10.70 feet to the Point of Beginning; Thence N88°42'51"W 3.97 feet; Thence N01°05'04"E 8.42 feet; Thence N68°42'51"W 0.87 feet; Thence N01°17'09"E 17.81 feet; Thence S88°42'51"E to the said Westerly right-of-way margin, a distance of 4.88 feet; Thence S01°17'09"W, along said margin, a distance of 26.23 feet to the Point of Beginning. Containing 120 square feet (0.0275 acres), more or less.

8. Description of easement acquired by document King County Recording Number 20201015002104. (SPU File Number 227-004)

- a. **Type: Easement**
- b. **Grantor: 12051 20th AVE NE, LLC, a Washington limited liability company**
- c. **Title of Instrument: Water Service Easement**
- d. **Recording No.: 20201015002104**
- e. **Recording Date: October 14, 2020**
- f. **Legal Description:**

The South 20.00 feet of the South half of the North half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 26 North, Range 4 East, W.M., in King County, Washington; EXCEPT the East 30.00 feet thereof for road; Also known as the South 20.00 feet of Parcels A, B and C of City of Seattle Short Subdivision Number 3029553-LU, recorded in Book 339 of Surveys, Pages 140 through 143, under Recording Number 20190226900007, records of King County, Washington.

9. Description of easement acquired by document King County Recording Number 20201102001319. (SPU File Number 226-022)

- a. **Type: Easement**
- b. **Grantor: CRP/CSH Northgate, L.L.C., a Delaware limited liability company**
- c. **Title of Instrument: Water Service Easement**
- d. **Recording No.: 20201102001319**
- e. **Recording Date: November 2, 2020**
- f. **Legal Description:**

That portion of the west half of the South 10 acres of the west half of the Northwest quarter of the Southeast quarter of Section 29, Township 26 North, Range 4 East, W.M., lying southerly of the North 120 feet thereof, lying easterly of the West 40 feet thereof for 5th Avenue Northeast, lying northerly of the South 230 feet thereof and lying westerly and southerly of the following line:

Beginning at the Southeast corner of the North 120.00 feet of the west half of the south 10 acres of said Southwest quarter of the Northwest quarter of the Southeast quarter; thence North 88°21 '59" West, along said south line, 33.69 feet to the west line of the east 33.68 feet of the west half of said Southwest quarter

of the Northwest quarter of the Southeast quarter; thence South 00°07'07" West, along said west line, 212.63 feet to the north line of the south 319.95 feet of said subdivision; thence South 88°21 '59" East, along said north line, to the East line of said Subdivision and the terminus of said line;

Also, a strip of land 20.00 feet in width over a portion of the northerly 170 feet of the west half of the south ten (10) acres of the west half of the Northwest quarter of the of the Southeast quarter of Section 29, Township 26 North, Range 4, East, W.M., King County, Washington,

Except the East 33.68 feet thereof; and Except the West 40.00 feet thereof dedicated as public right-of-way; said strip having 10.00 feet on each side of the following described centerline;

Commencing at the Southwest corner of said subdivision said point being on the East margin of 5th Avenue Northeast; thence N 00°01'34" W, along the west line of said Subdivision and said East margin, 25.29 feet to the Point of Beginning of the herein described centerline; thence S 87°09'21" E 261.68 feet to the west line of said Subdivision and the terminus of said line;

The sidelines of the above-described strip shall be lengthened or shortened, as required, to intersect, at said west line and east margin, and said east line.

Together with that portion of said Subdivision described as follows;

Beginning at the intersection of the South margin of the above described strip of land and the West margin of the East 33.68 feet of said Subdivision; thence S 00°05'29" W, 3.74 feet;

thence S 89°56'08" W, 10.64 feet; thence N 00°03'52" W, 4.29 feet to said south margin of the above described strip of land; thence S 87°09'21"E , along said south margin, 10.67 feet to the Point of Beginning. Contains 3,968± Square Feet (0.0911± Acres)

10. Description of easement acquired by document King County Recording Number 20201102001324. (SPU File Number 226-019)

- a. **Type: Easement**
- b. **Grantor: Northaven Development, a Washington nonprofit corporation**
- c. **Title of Instrument: Hydrant Easement**
- d. **Recording No.: 20201102001324**
- e. **Recording Date: October 27, 2020**
- f. **Legal Description:**

That portion of the East 33.68 feet of the northerly 170 feet of the west half of the south ten (10) acres of the west half of the Northwest quarter of the of the Southeast quarter of Section 29; Township 26 North, Range 4, E. W. M., King County, Washington, being a portion of Parcel A, City of Seattle Short Subdivision No. 3034955-LU, recorded under Recording No. 20201006900004, records of said county, described as follows:

Commencing at the intersection of the south line of said northerly 170 feet of the west half of the south ten (10) acres of the Southwest quarter of the Northwest quarter of the Southeast quarter of said section and the west line of the east half of the Southwest quarter of the Northwest quarter of the Southeast quarter of said section; thence N 88°23'36" W, along said south line, a distance of 26.34 feet to the Point of Beginning of the herein described easement; thence N 88°23'36" W, continuing along said south line, a distance of 7.35 feet to the west line of said East 33.68 feet of said lands being the west line of said Parcel A; thence N 00°05'29" E, along said west line, a distance of 29.64 feet; thence S 87°09'21" E, a distance of 23.88 feet; thence S 00°12'15" W, a distance of 16.46 feet; thence N 89°47'45" W, a distance of 16.45 feet; thence S 00°12'00" W, a distance of 12. 26 feet to the Point of Beginning.

Contains 495± Square Feet

11. Description of easement acquired by document King County Recording Number 20201116002605. (SPU File Number 214-020)

- a. **Type:** Easement
- b. **Grantor:** WA Shorewood Self Storage, LLC, a Washington limited liability company
- c. **Title of Instrument:** Water Meter Vault Easement
- d. **Recording No.:** 20201116002605
- e. **Recording Date:** October 30, 2020
- f. **Legal Description:**

Water Line Easement #1:

Commencing at the northwest corner of the above parent parcel on the east margin of Aurora Avenue North; thence South 00°13'22" West, along said east margin, a distance of 103.69 feet to the true Point of Beginning; thence South 99°46'38" East, a distance of 10.00 feet, thence South 00°13'22" West, a distance of 8.00 feet; thence North 89°46'38" West a distance of 10.00 feet to a point on said west margin, thence North 00°13'22" East, along said west margin, a distance of 103.69 feet to the true Point of Beginning. Situated in King County, Washington
Containing 80 square feet, more or less.

Water Line Easement #2:

Commencing at the northwest corner of the above parent parcel on the east margin of Aurora Avenue North; thence South 00°13'22" West, along said west margin, a distance of 210.56 feet to the true Point of Beginning, thence South 89°46'38" East, a distance of 10.00 feet; thence South 00°13'22" West, a distance of 8.00 feet, thence North 89°46'38" West a distance of 10.00 feet to a point on said west margin; thence North 00°13'22" East, along said west margin, a distance of 103.69 feet to the true Point of Beginning. Situated in King County, Washington
Containing 80 square feet, more or less.

12. Description of easement acquired by document King County Recording Number 20201124000546. (SPU File Number 62-013)

- a. **Type:** Easement
- b. **Grantor:** RHH WS1, LLC, a Washington limited liability company
- c. **Title of Instrument:** Water Mainline Easement
- d. **Recording No.:** 20201124000546
- e. **Recording Date:** November 24, 2020
- f. **Legal Description:**

A strip of land 10 feet in width being 5 feet on each side of the following described centerline through Parcels B, C, E, F, G and H of City of Seattle Short Plat No. 30146938, as recorded under Recording Number 20151211900005, records of King County Auditor;

Commencing at the NW corner of said Parcel E of City of Seattle Short Plat Number 3016938; Thence South 89° 31' 13" East, a distance of 32.71 feet to the centerline of a 10.00 foot in width easement and being the True Point of Beginning of said centerline; Thence South 00°06'37" West, a distance of 10.00 feet; Thence

North 89° 31'13" West, a distance of 27.50 feet; Thence South 01° 10' 06" East, a distance of 196.92 feet and the terminus of said centerline.

The sidelines of said 10.00 foot easement are to be extended or shortened to terminate on the South boundary line of said City of Seattle Short Plat Number 30146938.

13. Description of easement acquired by document King County Recording Number 20201223000212. (SPU File Number 312-009)

- a. **Type:** Easement
- b. **Grantor:** Salmon Creek Self-Storage LLC, a Washington limited liability company
- c. **Title of Instrument:** Water Service Easement
- d. **Recording No.:** 20201223000212
- e. **Recording Date:** December 23, 2020
- f. **Legal Description:**

That portion of Lot A, City of Burien Lot Line Adjustment No. LLA 18-2717, as recorded in Volume 398 of Surveys, at Pages 268-272, under Recording Number 20190214900033, records of King County, Washington, described as follows:

Commencing at the southwest corner of said Lot A; Thence South 88°44'58" East, along the south line thereof, 82.00 feet to the Point of Beginning; Thence continuing South 88°44'58" East, along said south line, 20.00 feet; Thence North 02°21'09" East 9.85 feet; Thence South 88°08'13" East 176.65 feet; Thence South 01°07'50" West 7.96 feet to the south line of said Lot A; Thence South 88°44'58" East, along the south line thereof, 15.00 feet; Thence North 01°07'50" East 7.80 feet; Thence South 88°08'13" East 70.25 feet to the east line of said lot a, and the westerly right-of-way margin of 16th Avenue SW; Thence North 01°51'55" East, along said east line and westerly margin, 28.17 feet; Thence North 88°08'05" West 6.00 feet; Thence South 01°51'55" West 8.17 feet; Thence North 88°08'13" West 255.73 feet; Thence North 02°21'09" East 203.18 feet; Thence South 87°38'45" East 5.67 feet; Thence North 02°21'15" East 6.00 feet; Thence North 87°38'45" West 5.67 feet; Thence North 02°21'09" East 61.01 feet to the north line of said lot a, and the southerly right-of-way margin of SW 114th Street; Thence North 88°44'58" West, along said north line and southerly margin, 20.00 feet; Thence South 02°21'09" West 117.29 feet; Thence North 88°08'05" West 22.58 feet; Thence South 02°21'15" West 6.00 feet; Thence South 88°08'05" East 22.58 feet; Thence South 02°21'09" West 148.20 feet; Thence North 87°38'45" West 5.49 feet; Thence South 02°21'15" West 10.00 feet; Thence South 87°38'45" East 5.49 feet; Thence South 02°21'09" West 18.54 feet to the south line of said Lot A and Point of Beginning.

14. Description of easement acquired by document King County Recording Number 20201228001756. (SPU File Number 302-023)

- a. **Type:** Easement
- b. **Grantor:** Blue Fern Development LLC, a Washington limited liability company
- c. **Title of Instrument:** Water Service Easement
- d. **Recording No.:** 20201228001756
- e. **Recording Date:** December 28, 2020

f. Legal Description:

That portion of the South 78 feet of the North 145 feet of Tract 39 of Hood and Carr's First Addition to West Seattle, according to the plat thereof recorded in Volume 6 of Plats, Page 3, Records of King County, Washington, more particularly described as follows:

Beginning at the northwesterly corner of said South 78 feet; Thence along the westerly line of said Tract 39, S 01°25'31" W, 31.01 feet; Thence N 89°41'05" E. 120.45 feet; Thence S 00°18'55" E, 6.50 feet; Thence N 89°41'05" E, 10.00 feet; Thence N 00°18'55" W, 6.50 feet; Thence N 89°41'05" E, 179.55 feet to the westerly margin of 14th Avenue S.W.; Thence along said westerly margin, N 01°25'31" E, 31.01 feet to the northerly line of said South 78 feet; Thence along said northerly line, S 89°41'05" W, 310.00 feet to the POINT OF BEGINNING.

Containing 9,675 square feet, more or less.

15. Description of easement acquired by document King County Recording Number 20210108001808. (SPU File Number 214-021)

- a. **Type:** Easement
- b. **Grantor:** MGP XII SB Aurora, LLC, a Delaware limited liability company
- c. **Title of Instrument:** Water Service Easement
- d. **Recording No.:** 20210108001808
- e. **Recording Date:** January 8, 2021
- f. **Legal Description:**

That portion of Lot D, Shoreline Place Binding Site Plan No. Pln 19-0230, recorded October 21, 2020, under Recording No 20201021001551, records of King County, Washington being more particularly described as follows:

Commencing at the eastern most corner of said Lot D, also being the northwesterly right-of-way margin of Westminister Way North; Thence Southwesterly along a curve to the right with a radius point which bears South 61° 51'45" East, 1081.27 feet; through a central angle of 4°13'51", an arc distance 79.84 feet to The Point of Beginning; Thence North 58°23'23" West, 12.6" feet; Thence South 31°36'37" West, 20.00 feet; Thence South 58°23'23" East, 12.16 feet to the northwesterly right-of-way margin of Westminister Way North; Thence Northeasterly along said margin and curve, with a radius point which bears South 56°34'18" East, 1081.27 feet; through a central angle of 1°03'36", an arc distance of 20.01 feet to The Point of Beginning.

Containing an area of 248 sq. ft. more or less.

16. Description of easement acquired by document King County Recording Number 20210226001911. (SPU File Number 230-004)

- a. **Type:** Easement
- b. **Grantor:** Cypress Lane LLC, a Washington limited liability company
- c. **Title of Instrument:** Hydrant Easement
- d. **Recording No.:** 20210226001911
- e. **Recording Date:** February 26, 2021

f. Legal Description:

The East 5 feet of the South 5 feet of Lot 5, Olympic Manor No. 6, according to the plat thereof recorded in Volume 56 of Plats, Page 3, Records of King County, WA.

17. Description of easement acquired by document King County Recording Number 20210311001304. (SPU File Number 62-012)

- a. Type: Easement**
- b. Grantor: Yoland Daniel, as his sole and separate property**
- c. Title of Instrument: Water Service Easement**
- d. Recording No.: 20210311001304**
- e. Recording Date: March 11, 2021**
- f. Legal Description:**

That portion of Lot 6, Block 9, Homecraft Addition, recorded in Volume 24 of Plats, Page 42, records of King County, Washington and that portion of vacated Puget Boulevard Southwest lying adjacent thereto, being more particularly described as follows;

COMMENCING at the Westernmost Southwest corner of Parcel A of City of Seattle Lot Boundary Adjustment Number 3003157. recorded under Recording Number 20070615900007, records of King County, Washington; THENCE North 00°17'35" East 1.50 feet along the Westernmost line of said Parcel A to the TRUE POINT OF BEGINNING; THENCE North 88°22'09" West, 156.81 feet along a line being parallel with and 1.50 feet North of the North line and Westerly prolongation thereof of Parcel B of said Lot Boundary Adjustment to a point on the Easterly margin of 23rd Avenue Southwest, being a point on a non-tangent curve, the radius of which bears South 55°56'25" West: THENCE Northwesterly along said Easterly margin, being the arc of a curve concave to the Southwest, having a radius of 100.00 feet, through a central angle of 15°52'59", and an arc length of 27.72 feet; THENCE South 88°22'09" East. 175.41 feet to the Northerly prolongation of the Westernmost line of said Parcel A; THENCE South 00°17'35" West, 20.01 feet along said Northerly prolongation and Westernmost line to the TRUE POINT OF BEGINNING; Area described above containing approximately 3,305 S.F.

18. Description of easement acquired by document King County Recording Number 20210311001322. (SPU File Number 62-010)

- a. Type: Easement**
- b. Grantor: Christopher Herron and Bethany Herron, husband and wife**
- c. Title of Instrument: Water Service Easement**
- d. Recording No.: 20210311001322**
- e. Recording Date: March 11, 2021**
- f. Legal Description:**

That portion of Lot 6, Block 9, Homecraft Addition, recorded in Volume 24 of Plats, Page 42, records of King County, Washington and that portion of vacated Puget Boulevard Southwest lying adjacent thereto, being more particularly described as follows;

COMMENCING at the Westernmost Southwest corner of Parcel A of City of Seattle Lot Boundary Adjustment Number 3003157, recorded under Recording Number 20070615900007, records of King

County, Washington; THENCE North 00°17'35" East 1.50 feet along the Westernmost line of said Parcel A to the TRUE POINT OF BEGINNING; THENCE North 88°22'09" West, 156.81 feet along a line being parallel with and 1.50 feet North of the North line and Westerly prolongation thereof of Parcel B of said Lot Boundary Adjustment to a point on the Easterly margin of 23rd Avenue Southwest, being a point on a non-tangent curve, the radius of which bears South 55°56'25" West; THENCE Northwesterly along said Easterly margin, being the arc of a curve concave to the Southwest, having a radius of 100.00 feet, through a central angle of 15°52'59", and an arc length of 27.72 feet; THENCE South 88°22'09" East, 175.41 feet to the Northerly prolongation of the Westernmost line of said Parcel A; THENCE South 00°17'35" West, 20.01 feet along said Northerly prolongation and Westernmost line to the TRUE POINT OF BEGINNING; Area described above containing approximately 3,305 S.F.

19. Description of easement acquired by document King County Recording Number 20210311001338. (SPU File Number 62-009)

- a. **Type:** Easement
- b. **Grantor:** John P. Whelan and Michelle Miner Whelan, as their separate estates
- c. **Title of Instrument:** Water Service Easement
- d. **Recording No.:** 20210311001338
- e. **Recording Date:** March 11, 2021
- f. **Legal Description:**

Thal portion of Lot 6, Block 9, Homecraft Addition, recorded in Volume 24 of Plats, Page 42, records of King County, Washington and that portion of vacated Puget Boulevard Southwest lying adjacent thereto. being more particularly described as follows:

COMMENCING at the Westernmost Southwest corner of Parcel A of City of Seattle Lot Boundary Adjustment Number 3003157 recorded under Recording Number 20070615900007, records of King County, Washington; THENCE North 00°17'35" E, 1.50 feet along the Westernmost line of said Parcel A to the TRUE POINT OF BEGINNING; THENCE North 88°22'09" West, 156.81 feet along a line being parallel with and 1.50 feet North of the North line and Westerly prolongation thereof of Parcel B of said Lot Boundary Adjustment to a point on the Easterly margin of 23rd Avenue Southwest, being a point on a non-tangent curve, the radius of which bears South 55°56'25" West; THENCE Northwesterly along said Easterly margin, being the arc of a curve concave to the Southwest, having a radius of 100.00 feet, through a central angle of 15°52'59", and an arc length of 27.72 feet; THENCE South 88°22'09" East, 175.41 feet to the Northerly prolongation of the Westernmost line of said Parcel A; THENCE South 00° 17'35" West, 20.01 feet along said Northerly prolongation and Westernmost line to the TRUE POINT OF BEGINNING; Area described above containing approximately 3,305 F.

20 Description of easement acquired by document King County Recording Number 20210311001382. (SPU File Number 62-008)

- a. **Type:** Easement
- b. **Grantor:** Scott R. Weathersby, as his sole and separate property
- c. **Title of Instrument:** Water Service Easement
- d. **Recording No.:** 20210311001382
- e. **Recording Date:** March 11, 2021

f. Legal Description:

That portion of Lot 6. Block 9. Homecratt Addition, recorded in Volume 24 of Plats. Page 42, records of King County, Washington and that portion of vacated Puget Boulevard Southwest lying adjacent thereto, being more particularly described as follows;

COMMENCING at the Westernmost Southwest corner of Parcel A of City of Seattle Lot Boundary Adjustment Number 3003157, recorded under Recording Number 20070615900007, records of King County, Washington; THENCE North 00°17'35" East, 1.5 feet along the Westernmost line of said Parcel A to the TRUE POINT OF BEGINNING: THENCE North 88°22'09" West 156.81 feet along a line being parallel with and 1.50 feet North of the North line and Westerly prolongation thereof of Parcel B of said Lot Boundary Adjustment to a point on the Easterly margin of 23rd Avenue Southwest, being a point on a non-tangent curve, the radius of which bears South 55°56'25" West; THENCE Northwesterly along said Easter margin, being the arc of a curve concave to the Southwest, having a radius of 100.00 feet, through a central angle of 15°52'59", and an arc length of 27.72 feet: THENCE South 88°22'09" East, 175.41 feet to the Northerly prolongation of the Westernmost line of said Parcel A; THENCE South 00° 17'35" West, 20.01 feet along said Northerly prolongation and Westernmost line to the TRUE POINT OF BEGINNING.

Area described above containing approximately 3,305 S.F.

21. Description of easement acquired by document King County Recording Number 20210315001454. (SPU File Number 81-023)

- a. Type: Easement**
- b. Grantor: Seward Wind LLC, a Washington limited liability company**
- c. Title of Instrument: Water Service Easement**
- d. Recording No.: 20210315001454**
- e. Recording Date: March 15, 2021**
- f. Legal Description:**

A portion of Parcels A, B And C Of City of Seattle Short Subdivision No. 3022829, recorded November 2, 2017, under Recording No. 20171122900002, records of King County, Washington, described as follows:

Beginning at the most north east corner of said Parcel A, being on the East Margin of Seward Park Avenue South;

Thence South 00°04'44" East, along the west line of said Parcel A, 20.09 feet;

Thence South 86°05'44" East 298.82 feet;

Thence South 07°20'56" East 9.65 feet;

Thence North 82°39'04" East 20.00 feet;

Thence North 07°20'56" West 13.18 feet;

Thence North 82°39'20" East 76.90 feet;

Thence South 07°20'54" East 15.51 feet;

Thence North 82°39'06" East 20.00 feet;

Thence North 07°20'54" West 11.50 feet;

Thence North 82°39'20" East 6.56 feet;

Thence North 60°09'20" East 10.20 feet;

Thence North 89°52'57" East 34.51 feet;

Thence South 45°07'03" East 40.24 feet;

Thence North 44°52'57" East 20.00 feet;
Thence North 45°07'03" West 37.97 feet to the North line of said Short Plat;
Thence South 89°52'56" West, along said North Line. 111.13 feet;
Thence South 82°39'20" West 82.46 feet to the Northwesterly line of said Short Plat;
Thence South 44°55'16" West, along said Northwesterly Line, 1.85 feet to the North line of said Parcel A;
Thence North 86°05'44" West, along said North line, 286.18 feet to The Point of Beginning.

22. Description of easement acquired by document King County Recording Number 20210527002426. (SPU File Number 22-005)

- a. **Type:** Easement
- b. **Grantor:** Seattle Lodge No. 92 of the Benevolent and Protective Order of Elks
- c. **Title of Instrument:** Water Service Easement
- d. **Recording No.:** 20210527002426
- e. **Recording Date:** May 27, 2021
- f. **Legal Description:**

That portion of Lots 1 Through 5, Block 79, Denny and Hoyt's Supplemental Plat, according to the plat thereof recorded in Volume 3 of Plats, Page 3, records of King County, Washington;
Together with the East 20 feet of Vacated Third Avenue North adjacent thereto as vacated by City of Seattle Ordinance No. 114884, recorded under Recording No. 9002091856, more particularly described as follows:
Commencing at the Southwest corner of above described property; Thence North 01°16'06" East, along the easterly margin of 3rd Avenue North as created by said Vacation Ordinance, a distance of 11.06 feet to The Point of Beginning; Thence continuing North 00°16'06" East, a distance of 10.00 feet;
South 88°49'58" East, a distance of 16.26 feet; Thence South 01°09'32" West, a distance of 10.00 feet;
Thence North 89°49'58" West, a distance of 16.28 feet to The Point of Beginning.
Containing 163 square feet or 0.0037 acres, more or less.

23. Description of easement acquired by document King County Recording Number 20210803001596. (SPU File Number 219-021)

- a. **Type:** Easement
- b. **Grantor:** Pulte Homes of Washington, Inc. a Michigan corporation
- c. **Title of Instrument:** Water Main Easement
- d. **Recording No.:** 20210803001596
- e. **Recording Date:** August 3, 2021
- f. **Legal Description:**

That portion of Parcel C, City of Seattle Short Subdivision No. 3034269-LU, according to the plat thereof recorded in Volume 439 of Surveys, Page 198, records of King County, WA. being more particularly described as follows:

Commencing at the S.E. corner of said Parcel C; thence N 88°29'54" W along the south line of said parcel for a distance of 6.81 ft to The Point of Beginning; thence continuing N 88°29'54" W 10.00 ft; thence N 00°56'36" E, 55.40 ft; thence S 88°29'14" E, 17.35 ft; thence S 01°30'03" W, 44.50 ft; thence N 88°29'14" W 6.80 ft; thence S 01°30'46" W 10.90 ft to the Point of Beginning.

24. Description of easement acquired by document King County Recording Number 20210728001239 & 20220224001097. (SPU File Number 316-010)

- a. **Type:** Easement
- b. **Grantor:** Skyway Park LLC, a Washington limited liability company
- c. **Title of Instrument:** Water Facilities Easement Agreement
- d. **Recording No.:** 20210728001239 & 20220224001097
- e. **Recording Date:** July 28, 2021 and Re-Recording February 24, 2022
- f. **Legal Description:**

10' SEATTLE PUBLIC UTILITIES WATER EASEMENT

A PORTION OF LOTS I THROUGH 7 OF THE PLAT OF MORRELL'S 1ST ADD REPLAT ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 74 OF PLATS, PAGE 44, RECORDS OF KING COUNTY WASHINGTON, SAID PORTION BEING A 10 FOOT WIDE STRIP DIRECTLY ADJACENT AND PARALLEL TO THE RIGHT OF WAY OF THE 64TH PLACE S CUL-DE-SAC BULB.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Gerry Caruso 5-1875	Akshay Iyengar 4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; accepting easements granted to The City of Seattle for installation, operation, and maintenance of hydrants, water mains, domestic meter vaults, fire service meters, and appurtenances necessary for water utility purposes at various locations in Seattle; placing the property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: The Seattle Department of Construction and Inspections (SDCI) may require installation of water utility facilities for property development. This ordinance would authorize The City of Seattle to accept twenty-four easements for water utility purposes. The utility easements are necessary to meet SDCI's requirements of the grantors' property developments.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

Are there financial costs or other impacts of *not* implementing the legislation?
Accepting property rights by ordinance is required by City Municipal Code.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No.

b. Is a public hearing required for this legislation?

No.

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

No.

d. Does this legislation affect a piece of property?

Yes. The water utility easements affected by this legislation have been mapped and are available in the geographic information system maintained in the offices of Seattle Public Utilities.

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

None.

f. Climate Change Implications

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

No.

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

No.

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

Not Applicable

Summary Attachments:

None

SPU Easement Acceptance and Relinquishment Legislation

5 Ordinances

Seattle City Council

Transportation and Seattle Public Utilities Committee

December 6, 2022

Five Ordinances for SPU's Water Line of Business and Drainage & Wastewater Lines of Business

- CB-120470 - DWW Relinquishment Ordinance
- CB-120471 - DWW Acceptance Ordinance
- CB-120472 - DWW Relinquishment Ordinance
- CB-120473 - WATER Acceptance Ordinance
- CB-120474 - WATER Relinquishment Ordinance

Drainage & Wastewater Relinquishment Ordinances

CB-120470, CB-120472

- Sewer and stormwater drainage lines served by the easements are no longer needed or have been relocated or retired
- Property owners requested the easements be released
- Ordinances (2) authorize relinquishing utility easements that are surplus to the municipal sewer system

CB-120470

DWW Easement Relinquishments

2809 46th Ave W

46th Ave W and Magnolia Lane W

3200 6th Ave S

6th Ave S and S Hinds St

4

CB-120472

DWW Easement Relinquishments

- 6th Ave S * Airport Way S - 1000 6th Ave S - S-QOZB, LLC
- Lake City Way NE & NE 127th St - 12558 Lake City Way NE - Lake City Acres LLC
- Lake City Way NE & NE 127th St - 12548 Lake City Way NE- Lake City Acres LLC
- 9th Ave S - Yesler Terrace Community - Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St - Just Like Heaven, LLC
- Rainer Ave S & 22nd Ave S - 1750 22nd Ave S - Grand Street Commons LLC
- 23rd Ave S & S Horton St - 3200 23rd Ave S - Seattle School District No. 1
- 8th Ave NE & NE 106th St - 10631 8th Ave NE - THC Seattle, LLC
- 12th Ave & E Spruce St - 1211 E Adler St - King County
- 9th Ave N & Aloha St - 739 9th Ave N - Block 79 LLC

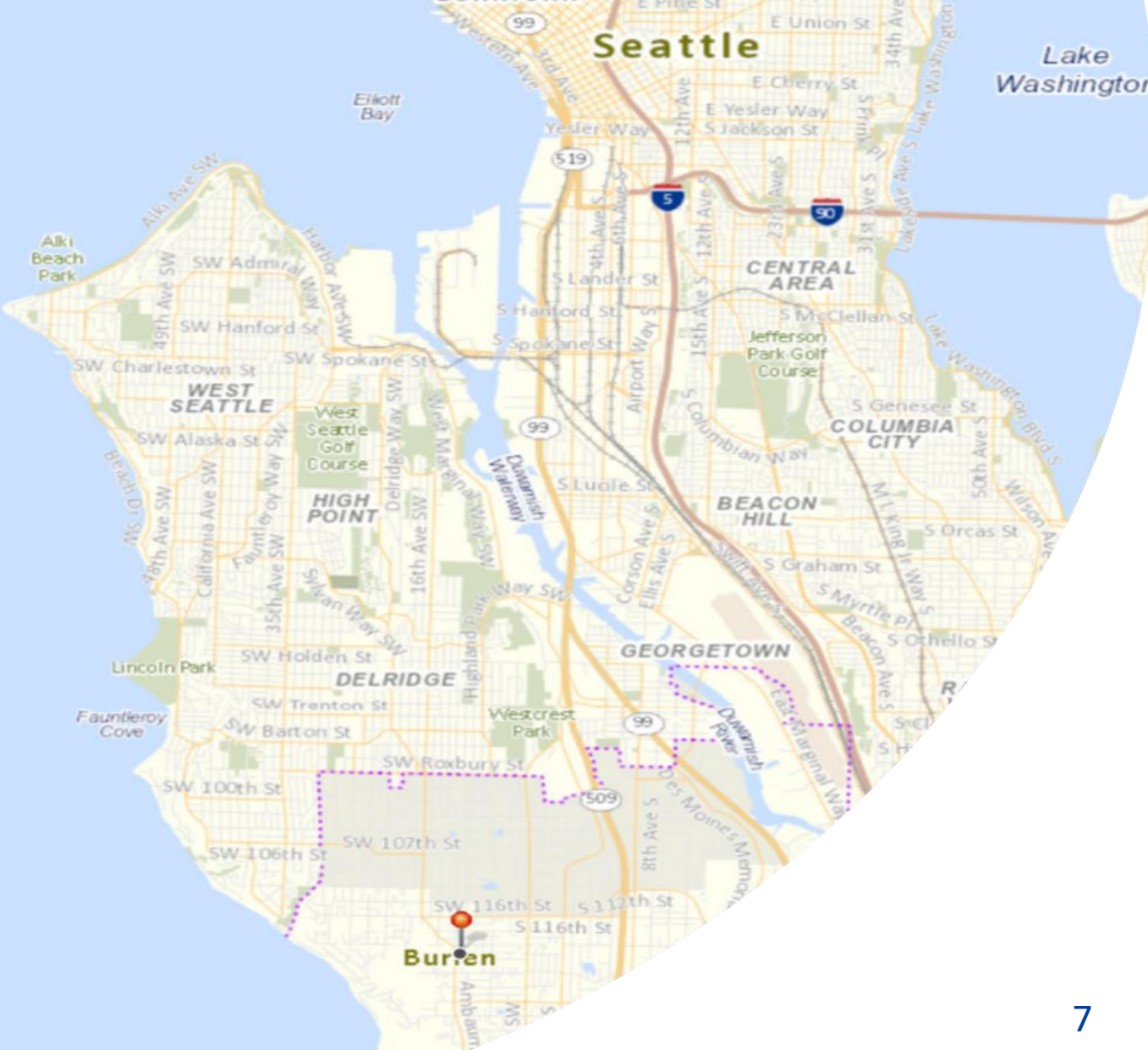
Water Relinquishment Ordinance CB-120474

- The easement was acquired to serve a development that was never initiated
- The property owners requested the easement be released
- This ordinance authorizes relinquishing of one utility easement that is surplus to SPU's needs

CB-120474

Water Easement Relinquishments

1010 SW 122nd St Burien
SW 122nd St & 11th Pl SW



DWW Easement Acceptance Ordinance

CB-120471

- Development or improvement of private property may include installing SPU facilities on the parcel
- To operate sewer and stormwater drainage facilities on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept six utility easements

CB-120471

DWW Easement Acceptances

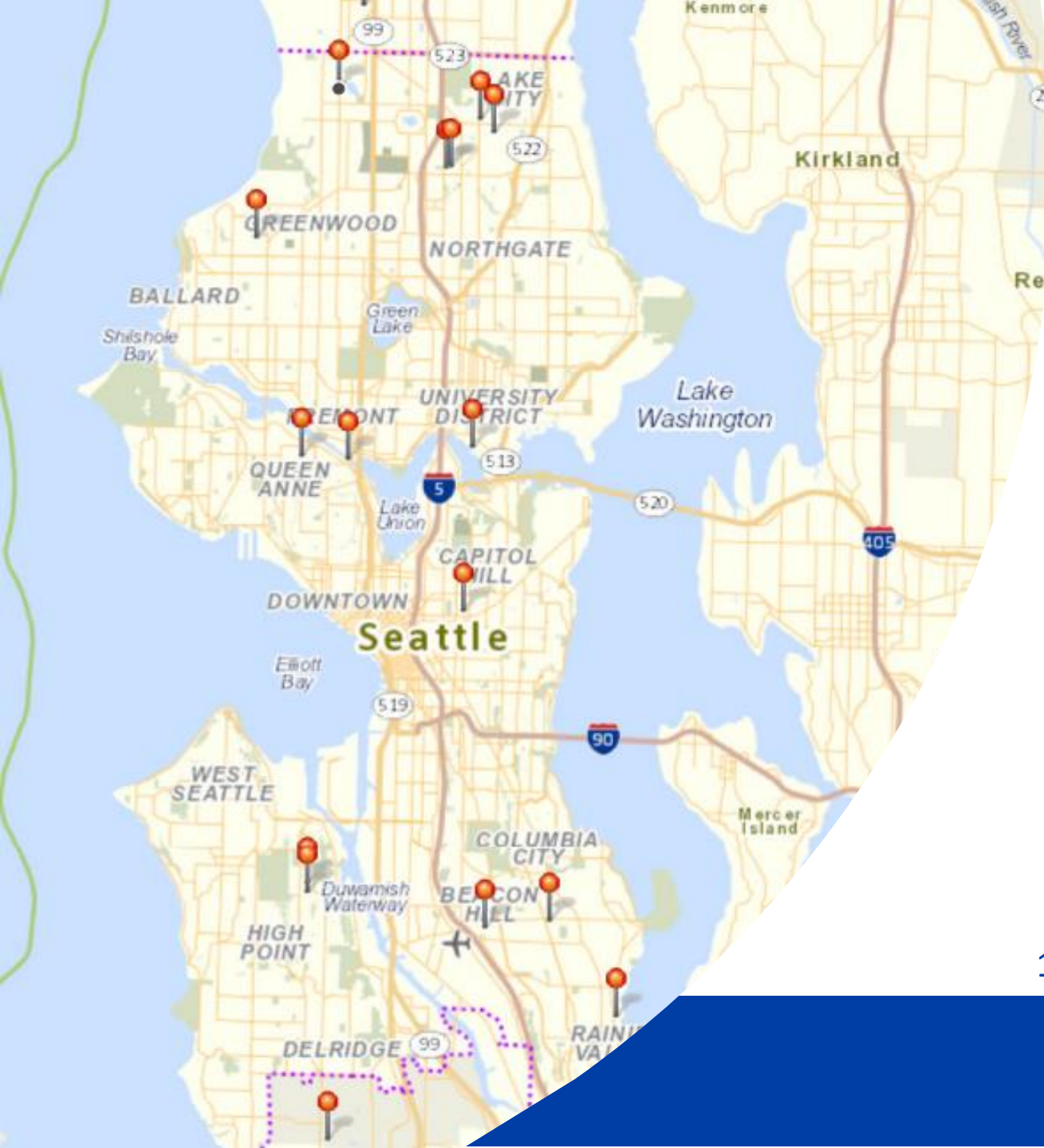
- I-5 & NE 120th St - 327 NE 120th St – Central Puget Sound Regional Transit
- Anthony Pl S & 27th Ave S - 3541 Anthony Pl S - Onda, LLC and Barbara Busetti
- 6th Ave S & Airport Way S - 1000 6th Ave S -S-QOZB, LLC
- 9th Ave S - Yesler Terrace Community – Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St – Just Like Heaven, LLC
- W Amory Way & 15th Ave W - 1600 W Armory Way - Washington Military Department

Water Easement Acceptance Ordinance

CB-120473

- Development or improvement of private property may include installing SPU water facilities
- To operate watermains or hydrants on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept 24 water utility easements

CB-120473 Water Easement Acceptances



11



City of Seattle

248

CB-120473 Water Easement Acceptances

- 21st Ave S & S Kenney St - 5946 21st Ave S
- 1st Ave NE & NE 185th St - 18322 1st Ave NE
- S Creston St & S Ruggles St - 5124 S Creston St
- W Dravus St & 5th Ave W - 611 W Dravus St
- NE Boat St & 15th Ave NE - 1417 NE Boat St
- 15th Ave NE & NE 125th St - 12510 15th Ave NE
- 37th Ave S & S Orcas St - 5727 37th Ave S
- 20th Ave S & NE 123rd St - 12051 20th Ave NE
- 8th Ave NE & NE 112th St - 11045 8th Ave NE
- Aurora Ave N & N 170th St - 16750 Aurora Ave N
- Puget Blvd SW & SW Hudson St - 4874 Puget Blvd SW
- SW 14th St & Puget Way SW - 1619 SW 14th St
- 14th Ave SW & SW 112th St - 11055 14th Ave SW
- Westminster Way N & N 155th St - 15711 Westminster Way N
- NW 89th St & 18th Ave NW - 1808 NW 89th St
- 23rd Ave SW & Puget Blvd SW - 5080 23rd Ave SW
- Seward Park Ave S & S Myrtle St - 77938 Seward Park Ave S
- 3rd Ave N & Etruria St - 3014 3rd Ave N
- 64th Place S & S 120th St – 11914 64th Pl S
- Greenwood Ave N & N 134th St - 13333 Greenwood Ave N

QUESTIONS?

Bryan Solemsaas
Sr. Real Property Agent
Seattle Public Utilities

Gerry Caruso
Sr. Real Property Agent
Seattle Public Utilities





Legislation Text

File #: CB 120474, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; declaring the real property rights relating to a water utility easement as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.

WHEREAS, on December 30, 2003, SPU acquired a watermain easement from John Colasurdo and Elizabeth

J. Colasurdo for the installation of a watermain and facilities in connection with a private development project located at 1010 SW 122nd Street in the City of Burien (the “Property”), and

WHEREAS, the project was never completed and the watermain was never installed; and

WHEREAS, in 2019 the current owner of the Property requested that Seattle Public Utilities (SPU) relinquish the easement; and

WHEREAS, the City has determined that the watermain easement is surplus to the City’s needs; NOW,

THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040, and after public hearing, a certain existing easement to construct, maintain, and operate a water mainline facility in the City of Burien, as set forth and legally described in Attachment 1 to this ordinance, is declared no longer required for municipal utility purposes and is surplus to The City of Seattle’s utility needs.

Section 2. The General Manager/CEO of Seattle Public Utilities, or the General Manager/CEO’s designee, is authorized to execute, on behalf of The City of Seattle, the relinquishment of the easement property rights and interests, generally described below, and legally described in Attachment 1 to this ordinance.

A. The watermain easement that the City accepted pursuant to Ordinance 124672, King County Recording 20031230001407; and

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

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - Legal Description of Relinquished Easement

ATTACHMENT 1 – Legal Description of Relinquished Easement

1. Description of easement relinquished by document King County Recording Number 20191211001061 (SPU File Number 312-008)

- a. Type: Easement
- b. Grantor: John Colasurdo and Elizabeth J. Colasurdo
- c. Title of Instrument: Water Main Easement
- d. Recording No.: 20031230001407
- e. Recording Date: December 30, 2003
- f. Legal Description:

That portion of Lot 1, Block 6, Jordan's Acre Gardens, according to the plat thereof recorded in Volume 7 of Plats, Page 84, Records of King County, Washington, described as follows:

Beginning at the intersection of the South line of the North 100 feet of said Lot 1 with the East margin of 11th Place Southwest (formerly known as Burien Way and originally established by the County Commissioners of King County, Washington as Joseph Ambaum Road No. 898); thence North 10° 45' 00" East along said East margin a distance of 35.89 feet; thence South 09° 22' 08" East a distance of 12.08 feet to the beginning of a tangent curve to the left with a radius of 10.66 feet; thence along said curve a distance of 9.79 feet; thence South 88° 19' 27" East to the East line of said Lot 1, thence south along said East line to said South line of the North 100 feet of said Lot 1; thence west along said South line to the point of beginning of this description;

Situate in the County of King, State of Washington

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Gerry Caruso 5-1875	Akshay Iyengar 4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; declaring the real property rights relating to a water utility easement as being surplus to City utility needs; authorizing the General Manager/CEO of Seattle Public Utilities to relinquish such easement rights; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: In 2003, Seattle Public Utilities (SPU) acquired a watermain easement for installation of a watermain for a private development project. The project was never completed, and the watermain was never installed. The relinquished utility easement is no longer necessary for municipal utility purposes, and the property owner requested that the City relinquish the easement. This ordinance would authorize The City of Seattle to relinquish one watermain easement.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

Are there financial costs or other impacts of *not* implementing the legislation?
Relinquishing property rights by ordinance is required by City Municipal Code.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No

b. Is a public hearing required for this legislation?

Yes, a public hearing is required.

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

No.

d. Does this legislation affect a piece of property?

Yes. The water utility easement and relinquishment affected by this legislation have been mapped and are available to view in the geographic information system maintained in the offices of Seattle Public Utilities.

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

None.

f. Climate Change Implications

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

No.

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

No.

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

Not applicable.

Summary Attachments:

None

SPU Easement Acceptance and Relinquishment Legislation

5 Ordinances

Seattle City Council

Transportation and Seattle Public Utilities Committee

December 6, 2022

Five Ordinances for SPU's Water Line of Business and Drainage & Wastewater Lines of Business

- CB-120470 - DWW Relinquishment Ordinance
- CB-120471 - DWW Acceptance Ordinance
- CB-120472 - DWW Relinquishment Ordinance
- CB-120473 - WATER Acceptance Ordinance
- CB-120474 - WATER Relinquishment Ordinance

Drainage & Wastewater Relinquishment Ordinances

CB-120470, CB-120472

- Sewer and stormwater drainage lines served by the easements are no longer needed or have been relocated or retired
- Property owners requested the easements be released
- Ordinances (2) authorize relinquishing utility easements that are surplus to the municipal sewer system

CB-120470

DWW Easement Relinquishments

2809 46th Ave W

46th Ave W and Magnolia Lane W

3200 6th Ave S

6th Ave S and S Hinds St

4

CB-120472

DWW Easement Relinquishments

- 6th Ave S * Airport Way S - 1000 6th Ave S - S-QOZB, LLC
- Lake City Way NE & NE 127th St - 12558 Lake City Way NE - Lake City Acres LLC
- Lake City Way NE & NE 127th St - 12548 Lake City Way NE- Lake City Acres LLC
- 9th Ave S - Yesler Terrace Community - Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St - Just Like Heaven, LLC
- Rainer Ave S & 22nd Ave S - 1750 22nd Ave S - Grand Street Commons LLC
- 23rd Ave S & S Horton St - 3200 23rd Ave S - Seattle School District No. 1
- 8th Ave NE & NE 106th St - 10631 8th Ave NE - THC Seattle, LLC
- 12th Ave & E Spruce St - 1211 E Adler St - King County
- 9th Ave N & Aloha St - 739 9th Ave N - Block 79 LLC

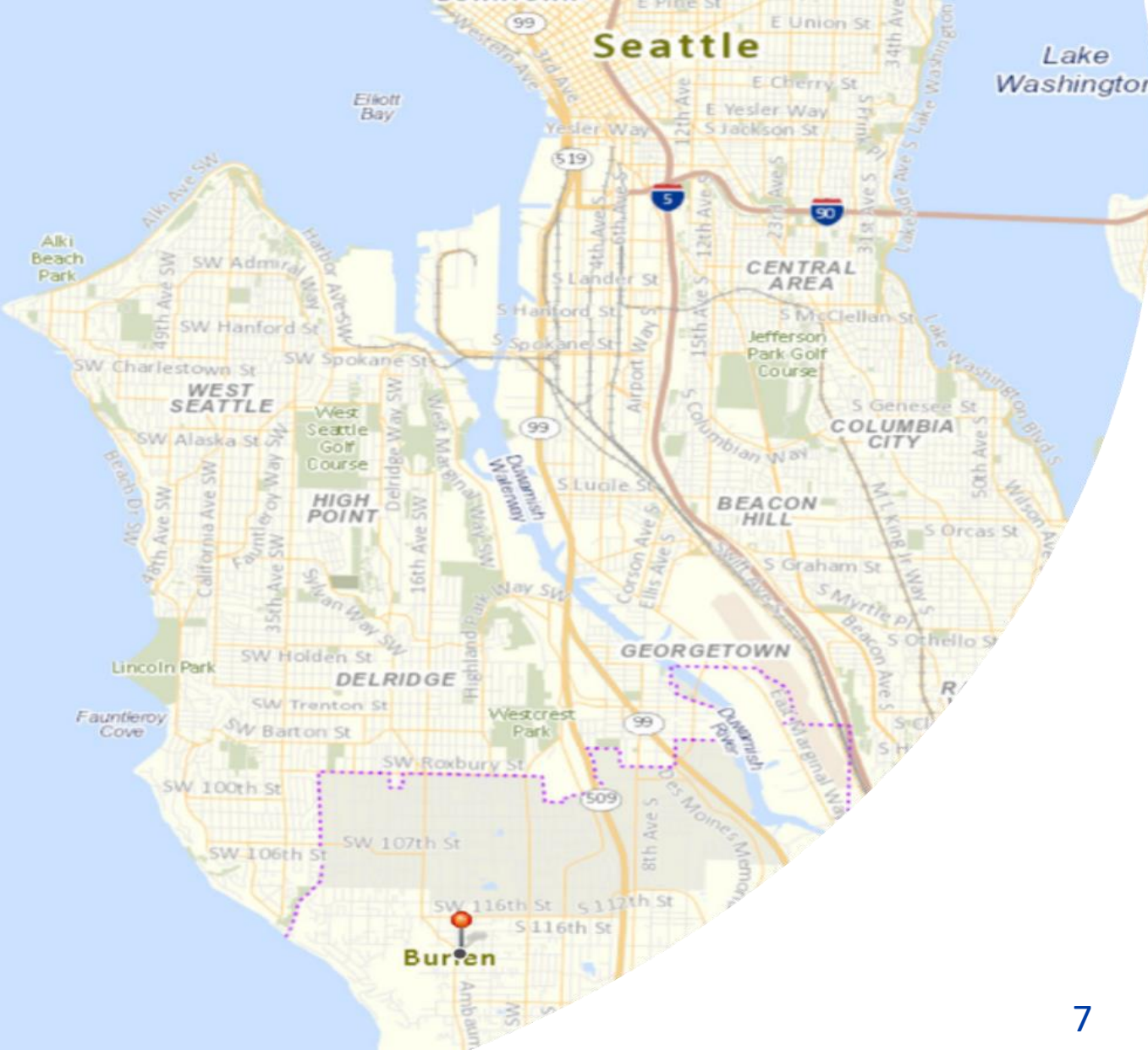
Water Relinquishment Ordinance CB-120474

- The easement was acquired to serve a development that was never initiated
- The property owners requested the easement be released
- This ordinance authorizes relinquishing of one utility easement that is surplus to SPU's needs

CB-120474

Water Easement Relinquishments

1010 SW 122nd St Burien
SW 122nd St & 11th Pl SW



DWW Easement Acceptance Ordinance

CB-120471

- Development or improvement of private property may include installing SPU facilities on the parcel
- To operate sewer and stormwater drainage facilities on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept six utility easements

CB-120471

DWW Easement Acceptances

- I-5 & NE 120th St - 327 NE 120th St – Central Puget Sound Regional Transit
- Anthony Pl S & 27th Ave S - 3541 Anthony Pl S - Onda, LLC and Barbara Busetti
- 6th Ave S & Airport Way S - 1000 6th Ave S -S-QOZB, LLC
- 9th Ave S - Yesler Terrace Community – Seattle Housing Authority
- E Prospect St & 41st Ave E - 4108 E Prospect St – Just Like Heaven, LLC
- W Amory Way & 15th Ave W - 1600 W Armory Way - Washington Military Department

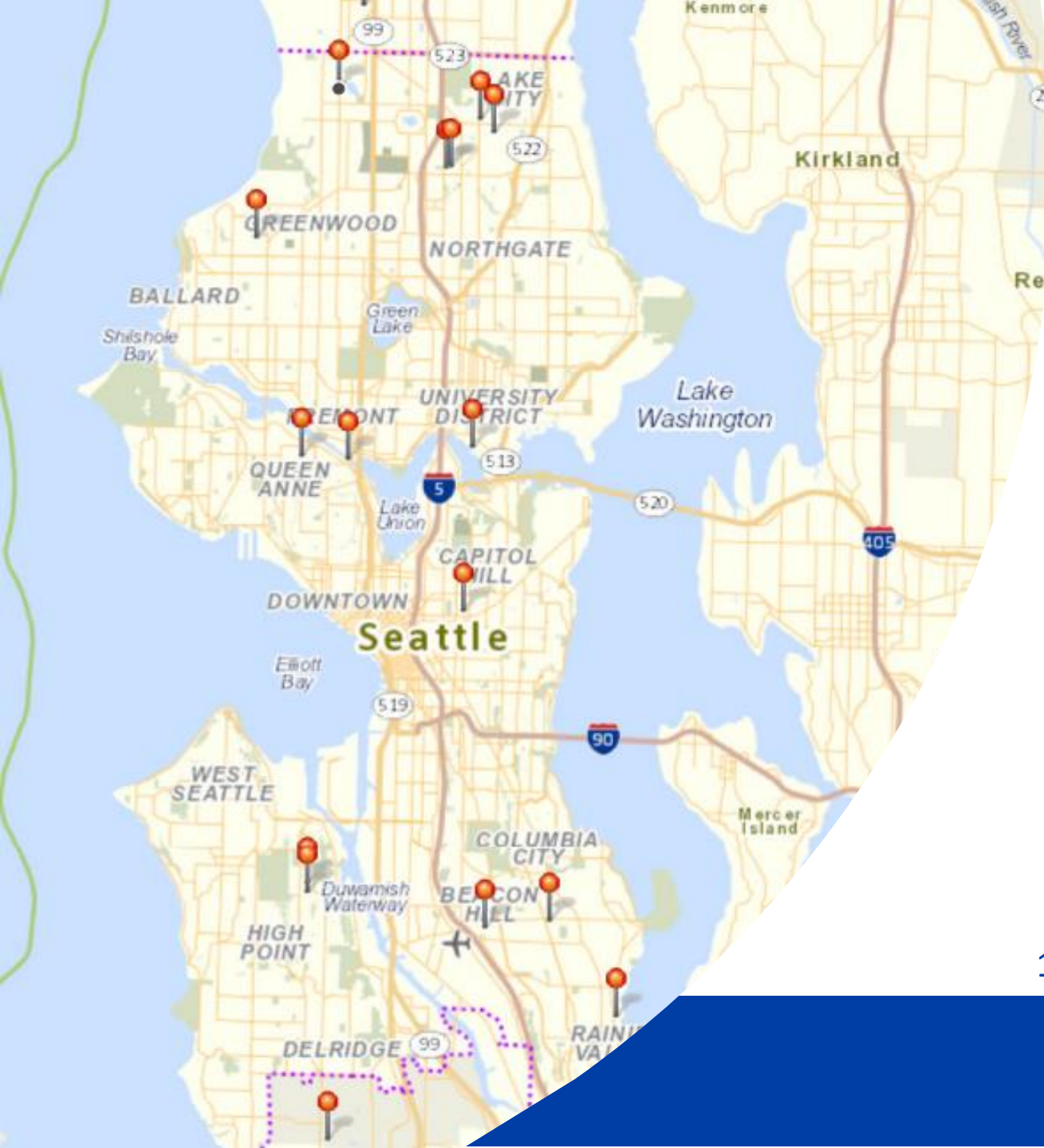


Water Easement Acceptance Ordinance

CB-120473

- Development or improvement of private property may include installing SPU water facilities
- To operate watermains or hydrants on private property, the City requires easements for access, operations and maintenance
- Legislation authorizes SPU to accept 24 water utility easements

CB-120473 Water Easement Acceptances



11



City of Seattle

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CB-120473 Water Easement Acceptances

- 21st Ave S & S Kenney St - 5946 21st Ave S
- 1st Ave NE & NE 185th St - 18322 1st Ave NE
- S Creston St & S Ruggles St - 5124 S Creston St
- W Dravus St & 5th Ave W - 611 W Dravus St
- NE Boat St & 15th Ave NE - 1417 NE Boat St
- 15th Ave NE & NE 125th St - 12510 15th Ave NE
- 37th Ave S & S Orcas St - 5727 37th Ave S
- 20th Ave S & NE 123rd St - 12051 20th Ave NE
- 8th Ave NE & NE 112th St - 11045 8th Ave NE
- Aurora Ave N & N 170th St - 16750 Aurora Ave N
- Puget Blvd SW & SW Hudson St - 4874 Puget Blvd SW
- SW 14th St & Puget Way SW - 1619 SW 14th St
- 14th Ave SW & SW 112th St - 11055 14th Ave SW
- Westminster Way N & N 155th St - 15711 Westminster Way N
- NW 89th St & 18th Ave NW - 1808 NW 89th St
- 23rd Ave SW & Puget Blvd SW - 5080 23rd Ave SW
- Seward Park Ave S & S Myrtle St - 77938 Seward Park Ave S
- 3rd Ave N & Etruria St - 3014 3rd Ave N
- 64th Place S & S 120th St – 11914 64th Pl S
- Greenwood Ave N & N 134th St - 13333 Greenwood Ave N

QUESTIONS?

Bryan Solemsaas
Sr. Real Property Agent
Seattle Public Utilities

Gerry Caruso
Sr. Real Property Agent
Seattle Public Utilities





Legislation Text

File #: CB 120477, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to compost procurement; establishing a compost procurement policy for The City of Seattle; and adding a new Subchapter IV to Chapter 20.60 of the Seattle Municipal Code.

WHEREAS, as more organic materials are diverted and recycled, it is critical that the compost manufactured be procured by local jurisdictions and others in order to support the economic viability of these processes and programs. It is well established that compost production and use provide significant environmental benefits to our soil and food; and

WHEREAS, RCW 43.19A.150 became effective on June 9, 2022 and requires cities and counties in Washington with a population greater than 25,000 residents or in which organic material collection services are provided to adopt a compost procurement ordinance by January 1, 2023; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A new Subchapter IV is added to Chapter 20.60 of the Seattle Municipal Code as follows:

Subchapter IV Compost Procurement

20.60.300 Definitions

“Compost products” means mulch, soil amendments, ground cover, or other landscaping material derived from the biological or mechanical conversion of biosolids or cellulose-containing waste materials.

20.60.310 Procurement plan

When planning government-funded projects or soliciting and reviewing bids for such projects, The City of

Seattle shall consider whether compost products can be utilized in the project and shall plan for the purchase of compost products for use in public projects in which compost is an appropriate material. If compost products can be utilized, the City shall use, or require the contractor to use, compost products unless an exception under RCW 43.19A.120 applies. Pursuant to RCW 43.19A.130, the City will strive to purchase an amount of compost products that is equal to or greater than 50 percent of the amount of organic materials delivered to compost processor(s).

20.60.320 Purchasing

When purchasing compost products, the City shall prioritize purchasing compost products from companies producing compost from composted materials sourced from within Seattle, are certified by a nationally recognized organization, such as the United States Composting Council, and produce compost products that are derived from municipal solid waste compost programs while meeting quality standards adopted by the Washington State Department of Transportation or adopted by rule by the Department of Ecology.

20.60.330 Planning

The City shall plan for compost use in the following categories:

- A. Landscaping projects;
- B. Construction and postconstruction soil amendments;
- C. Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
- D. Low-impact development of green infrastructure to filter pollutants to keep water onsite or both.

20.60.340 Education

City departments which use compost shall conduct educational outreach to inform residents about the value of compost and how the jurisdiction uses compost in its operations in the jurisdiction's comprehensive solid waste management plan pursuant to RCW 70A.205.045.

20.60.350 Reporting

By December 31, 2024, and each December 31 of even-numbered years thereafter, the Finance and Administrative Services department shall work with City departments to report the following information to the Department of Ecology:

- A. The total tons of organic material diverted each year;
- B. The estimated volume and cost of composted material purchased each year; and
- C. The source(s) of the compost products purchased.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Facilities and Administrative Services	Adrian Matanza – 206-471-1891	Lorine Cheung
Seattle Public Utilities	Maggie Yuse – 206-773-3772	Akshay Iyengar 4-0716

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to compost procurement; establishing a compost procurement policy for The City of Seattle; and adding a new Subchapter IV to Chapter 20.60 of the Seattle Municipal Code.

Summary and Background of the Legislation: In 2022, the Washington State Legislature passed legislation requiring cities and counties with a population over 25,000 residents or in which organic material collection services are provided to adopt a compost procurement ordinance to encourage the purchase of locally sourced compost in their projects. This ordinance requires The City of Seattle to use compost products in appropriate public projects, including landscaping, construction, filtration of stormwater, and green infrastructure. It also requires the City to conduct educational outreach on the value of compost and report how much compost was purchased each year to the Department of Ecology.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
The legislation requires the City to purchase compost for public projects. These costs will likely be offset by fewer purchases of other materials like soil.

Are there financial costs or other impacts of *not* implementing the legislation?
The City of Seattle would be in violation of Washington State law if this ordinance is not implemented.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**
Yes, this ordinance impacts FAS, SDOT, Parks & Recreation, SPU, and any other department that utilizes compost. All affected departments would collaborate to form

educational materials on the benefits of using compost. In addition, all affected departments would report the following information to FAS by December 2024 and each December of even-numbered years thereafter.

- A) The total tons of organic material diverted each year;
- B) The estimated volume and cost of composted material purchased each year; and
- C) The source(s) of the compost products purchased.

FAS would compile this data and submit it to the Department of Ecology by December 31.

b. Is a public hearing required for this legislation?

No.

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

No.

d. Does this legislation affect a piece of property?

No.

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

Educational materials will be offered in the City's top primary languages by working with the Language Access Program.

f. Climate Change Implications

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

Compost production and use provide significant environmental benefits to soil and food.

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

Compost used in green infrastructure has positive environmental impacts, including reducing pollution from stormwater, promoting vegetative growth, and improving the stability and longevity of roadways.

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

N/A.

Summary Attachments:

None.

Citywide Compost Procurement Ordinance

Seattle City Council
Transportation & Seattle Public Utilities Committee

December 6, 2022

Seattle Public Utilities



City of Seattle

Purpose of Legislation

- This legislation was required by 2022 state law
- Encourages the purchase of locally sourced compost in all applicable city-funded projects (both in-house and contracted)
- Requires the City to conduct educational outreach to residents on the value of compost and report how much compost was purchased



Benefits

- Environmentally beneficial to use compost
 - Supports local compost markets
- Ensures the City is in compliance with state law



Department Roles & Responsibilities

- Departments will:
 1. Conduct educational outreach on the value of compost to Seattle residents
 2. Report to FAS the amounts of compost purchased
- FAS will:
 1. Compile and submit a report on purchased compost to the Department of Ecology every two years beginning Dec. 31, 2024

Questions?



Amendment 1 Version 1 to CB 120477 – Compost Procurement

Sponsor: Councilmember Pedersen

Revise the definition of “Compost products”

Effect: This amendment would revise the definition of “compost products” to add clarity and to reference the definition of “composted material” as provided in Washington Administrative Code (WAC) 175-350-100.

The WAC definition is: “‘Composted material’ means organic solid waste that has undergone biological degradation and transformation under controlled conditions designed to promote aerobic decomposition at a solid waste facility in compliance with the requirements of this chapter. Composting is a form of organic material recycling. Natural decay of organic solid waste under uncontrolled conditions does not result in composted material.”

Amend Section 1 of CB 120477 to replace the current definition of “Compost products” as follows:

20.60.300 Definitions

~~“Compost products” means mulch, soil amendments, ground cover, or other landscaping material derived from the biological or mechanical conversion of biosolids or cellulose-containing waste materials.~~

“Compost products” means soil amendments, mulch, or other landscaping material derived from “composted material” as defined in WAC 173-350-100.



Legislation Text

File #: CB 120475, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to execute an interagency agreement with the Washington Department of Fish and Wildlife to operate the Cedar River Hatchery; and ratifying and confirming certain prior acts.

WHEREAS, several legal agreements (e.g., the Landsburg Mitigation Agreement and the Muckleshoot

Settlement Agreement) and long-term plans (e.g., Sockeye Hatchery Adaptive Management Plan and Hatchery Strategic Plan) commit Seattle Public Utilities (SPU) to fund the operation of the Cedar River Hatchery and the required Monitoring and Research/Evaluation Program until 2050; and

WHEREAS, for the past 25 years, SPU has held agreements with the Washington Department of Fish and Wildlife (WDFW) to operate the hatchery; and

WHEREAS, WDFW has demonstrated the necessary expertise and experience to operate the hatchery program on time and within budget and agrees to continue this support under a longer-term interagency agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager/CEO of Seattle Public Utilities is authorized to execute an interagency agreement between the Washington Department of Fish and Wildlife and The City of Seattle, Seattle Public Utilities to operate the Cedar River Hatchery, substantially in the form attached to this ordinance as Attachment 1.

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its

effective date is ratified and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - SPU Agreement No. 22-048-A

SPU AGREEMENT NO. 22-048-A
MEMORANDUM OF AGREEMENT

BETWEEN
THE CITY OF SEATTLE
AND
THE STATE OF WASHINGTON, DEPARTMENT OF FISH AND WILDLIFE
FOR
SOCKEYE HATCHERY OPERATIONS AT LANDSBURG ON THE CEDAR RIVER

THIS MEMORANDUM OF AGREEMENT (“**Agreement**”) is made by and between The City of Seattle a municipal corporation of the State of Washington, acting through its Seattle Public Utilities Department (hereinafter the “**City**” or “**SPU**”), and the State of Washington, by and through its Department of Fish and Wildlife (“**WDFW**”). SPU and WDFW may be referred to herein collectively as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Cedar River has been the primary source of water supply for The City of Seattle (City) and neighboring communities for over one hundred years; and

WHEREAS, the Cedar River Municipal Watershed and the lower Cedar River are home to many species of fish and wildlife, some of which are listed as endangered or threatened under the Endangered Species Act; and

WHEREAS, The City’s water supply system relies on the Landsburg Diversion Dam to access water from the Cedar River; and

WHEREAS, the Landsburg Diversion Dam was built in the early 1900’s with no provisions for anadromous fish access to the upper Cedar River; and

WHEREAS, Seattle City Council Ordinance 115204 directed the Superintendent of Water to negotiate and submit to the Council a comprehensive settlement agreement with the Washington Department of Fisheries, the Washington Department of Wildlife, the National Marine Fisheries Service, U.S. Fish and Wildlife Service and the Muckleshoot Tribe detailing the mitigation requirements for the Landsburg Diversion for salmon and steelhead; and

WHEREAS, Seattle City Council Resolution 29657, 29977, and 30091 instructed the Director of Seattle Public Utilities to prepare a Habitat Conservation Plan for the Cedar River Watershed including an Instream Flow Agreement for the Cedar River and a Mitigation Agreement for the fish migration blockage created by the Landsburg Diversion Dam; and

WHEREAS, Seattle City Council Resolution 30168 directed the Director of Seattle Public Utilities to implement the Cedar River Watershed Habitat Conservation Plan including the Instream Flow Agreement for the Cedar River and the Landsburg Mitigation Agreement; and

WHEREAS, the Washington Department of Fish and Wildlife (WDFW), the City, the National Marine Fisheries Services (NMFS) and the U.S. Fish and Wildlife Service (USFWS) signed the Cedar River Watershed Habitat Conservation Plan and associated agreements, including the Landsburg Mitigation Agreement, that established the City's long-term commitments regarding watershed habitat protection and restoration and mitigation for impacts resulting from the presence and operation of certain City-owned facilities, all in exchange for certain releases and settlement of various water resource management issues with the other parties; and

WHEREAS, the Landsburg Mitigation Agreement directs the City to fund, among other facilities and activities, the construction, operation, monitoring and adaptive management of a new Sockeye Salmon Hatchery at Landsburg which is scheduled to begin operations in the late summer of 2011; and

WHEREAS, Seattle City Council Ordinance 122131 authorized the Director of Seattle Public Utilities to implement all terms of the 2006 Settlement Agreement between the Muckleshoot Indian Tribe and the City; and

WHEREAS, the 2006 Settlement Agreement between the Muckleshoot Indian Tribe and the City directs the City to implement the terms of the Landsburg Mitigation Agreement with special reference to the expeditious and effective construction and operation of the new Sockeye Salmon Hatchery at Landsburg; and

WHEREAS, the City, the WDFW, the USFWS, the NMFS and the Muckleshoot Indian Tribe recognize the need for effective operation of the sockeye mitigation hatchery pursuant to the Landsburg Mitigation Agreement; and

WHEREAS, the WDFW operates over 80 fish hatcheries in the State of Washington, is the current operator of the Interim Landsburg Sockeye Hatchery under agreement with the City and is experienced and established in sockeye hatchery operations on the Cedar River; and

WHEREAS it will be mutually advantageous to WDFW and the City to have an Agreement that clarifies the administrative and operational details of the Habitat Conservation Plan and Landsburg Mitigation Agreement with respect to the operation of the new Sockeye Hatchery at Landsburg and directs WDFW to operate the new Sockeye Hatchery at Landsburg; and

WHEREAS, since 2000 and consistent with the Landsburg Mitigation Agreement, the City has provided the WDFW funding for the operation of the Cedar River Sockeye Hatchery and brood stock collection facility through a series of one-year agreements; and

WHEREAS, in the operation of the Sockeye Hatchery at Landsburg, the City and the WDFW seek to achieve cost savings to both Parties by leveraging shared resources and exploring alternative resource acquisition pathways; and

WHEREAS, both the City and the WDFW have demonstrated a desire to have an agreement in place until the cost commitment of the Landsburg Mitigation Agreement has been met;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective on October 1, 2022 (“**Effective Date**”), subject to the approval by the City by ordinance. Ordinance No. _____.
2. **TERM OF AGREEMENT.** The term of this Agreement shall become effective once it has been executed by all Parties and shall continue through June 30, 2025. The term may be extended by mutual agreement of the Parties for a negotiable number of years prior to the termination date. An Amendment, prepared in writing, to extend the term will be executed by both Parties if agreed to.
3. **SCOPE OF SERVICES.** WDFW shall perform the services described in **Attachment A – Scope of Services and Schedule** attached hereto and made a part of this Agreement (hereinafter the “**Project**”, “**Work**” or the **Services**”). An annual notice to proceed shall be required from the SPU contract manager before work can proceed on July 1st each year (see **Attachment A-1**). Digital Materials: WDFW shall provide digital materials, including reports, data, maps, graphs and photos that are compatible with current Seattle Public Utilities file and data formats. All digital materials shall be the property of the City.
4. **BILLING AND PAYMENT.** Total compensation under this Agreement shall not exceed **\$2,142,062** unless modified by a written amendment to this Agreement. WDFW shall submit invoices organized and consistent with **Attachment B**, Table B-3 (Monthly Invoice Tracking), on a monthly basis. SPU shall pay WDFW invoices within thirty (30) days of receipt of the invoice up to the total dollar amount, all in accordance with **Attachment B – Terms of Invoicing and Payment**, attached hereto and made part of this agreement and subject to Section 12. Final invoices for each fiscal year (July through June) shall be delivered to SPU no later than September 30 of the following year. WDFW shall make every reasonable effort to comply with this schedule, and SPU may dispute any previous year’s expenses not reasonably invoiced by September 30.
 - a. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.
5. **NO JOINT UNDERTAKING.** Nothing in this Agreement shall be construed to make or render the parties hereto partners, joint ventures or participants in any joint undertaking whatsoever.
6. **SCHEDULE.** The Parties shall comply with the schedule appearing in **Attachment A – Scope of Services and Schedule**. Compliance with the schedule is important to successful completion of the Project. The Parties shall promptly and regularly notify each other of any occurrences affecting the schedule and shall attempt to agree upon an amended schedule if necessary or appropriate, to be effective upon execution of an Amendment to this Agreement in accordance with Section 16. Notwithstanding the preceding sentence, failure to comply with the schedule shall constitute a Default and be grounds for termination of this Agreement.
7. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into solely for the mutual benefit of the Parties hereto. This Agreement is not entered into with the intent that it shall benefit either Party’s agents, consultants or contractors and no such other person or entity shall be a third-party beneficiary of this Agreement.
8. **PUBLICATION.** Each Party may publish the results of the Project, and shall acknowledge each Party’s respective role in and support of the Project. Each Party shall share draft publications and seek the other Parties’ comments and approval prior to their release.

9. **OWNERSHIP.** All materials prepared or developed hereunder by WDFW or its employees, or subcontractors or their employees or agents, including documents, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of SPU when prepared, whether delivered to SPU or not and shall, together with any materials furnished WDFW and its employees by SPU hereunder, be delivered to SPU upon request, and, in any event, upon termination or final acceptance of the Services. WDFW agrees that all Work prepared by it, or its employees, agents or subcontractors of any tier, or their employees, under this Agreement which is subject to protection under copyright laws constitutes “**Work Made for Hire**,” all copyrights to which belong to SPU. In any event, WDFW assigns to SPU all intellectual property rights in such Work whether by way of copyright, trade secret or otherwise, and whether or not subject to protection by copyright laws, details, specifications, computer software or other intellectual property. Such materials, and any materials such as drawings, reports or specifications necessary to the SPU’s use, maintenance or repair or the Work, shall be licensed to the City, by a fully paid perpetual license, for its own use for the Services that are the subject of this Agreement to the fullest extent necessary to accomplish the purposes of this Agreement.
- a. WDFW may, upon request to SPU and subject to SPU’s consent, retain copies of such material for furtherance of its professional knowledge.
 - b. Should WDFW or its employees, officers, agents, subcontractors of any tier, or anyone of a like nature originate or develop any trade secret, discovery, improvement, idea, formula, process or invention in performance of the Work (collectively “**Invention**”, such Invention shall be timely disclosed to SPU and shall be the property of SPU. WDFW hereby assigns to SPU all of its right, title and interest in such Invention. WDFW further agrees to execute all documents which SPU reasonably determines to be necessary or convenient for use in applying for, perfecting or enforcing patents or other intellectual property rights including, without limitation, the execution of any assignments, patent applications, or other documents which may reasonably be requested by SPU.
10. **SAFETY.** WDFW shall be responsible for being aware of and initiating, maintaining, and supervising compliance with all safety laws, regulations, precautions, and programs in connection with the performance of the Agreement. Prior to start of any Work required by this Agreement, WDFW shall assure that each of its own employees are fully trained concerning all safety, health, and special security regulations pertaining to their Work. The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>. (**Attachment C**). Given the critical nature and importance of the City’s Municipal Water supply, WDFW shall be responsible to ensure all its employees are knowledgeable and fully comply with the Cedar River Municipal Watershed Access, Water Quality and Control Regulations (**Attachment D**). WDFW employees will comply with the responsibilities and obligations outlined in the Cedar River Sockeye Salmon Hatchery Residence Management Provisions (**Attachment E**).
- a. WDFW shall conduct all operations under this Agreement in such a manner as to avoid the risk of bodily harm to persons including the public or risk of damage to any property.

- b. In the event WDFW fails to correct any violation of safety or health regulations within 30 calendar days, SPU may suspend all or any part of the Work. During the pendency of such correction WDFW shall take all prudent and reasonable measures to mitigate any hazard resulting from the violation. WDFW shall not be entitled to any extension of time or reimbursement for costs caused by any such suspension order.
Failure of SPU to order discontinuance of any or all of WDFW's operations shall not relieve WDFW of its responsibility for the safety of personnel and property.
 - c. WDFW shall maintain an accurate record and shall timely report to SPU all cases of property damages in excess of \$100 and of death, occupational diseases, or injury to employees or any other third parties and incident to performance of Work under this Agreement. WDFW shall promptly notify SPU and provide a copy of any safety citation issued by any governmental entity.
11. **ENVIRONMENTAL.** SPU and WDFW have established environmental policies to prevent or reduce pollution by avoiding contamination of water, air, and land resources and to participate in waste reduction and recycling efforts. WDFW will comply with all applicable Federal, State and Local government laws and regulations. WDFW will have trained employees to perform their jobs in a safe and environmentally responsible manner. WDFW will inform SPU's representative of any hazardous material spills or other contamination that occurs on a work site. WDFW is responsible for maintaining control of all hazardous materials during use and for the proper storage of materials not in use.
12. **DISPUTES.** If a dispute arises out of or relates to this Agreement, the Parties agree to first use their reasonable best efforts to cooperatively resolve such dispute. SPU and the WDFW shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each Party's staff with appropriate authority to resolve such disputes. When a dispute arises between the SPU and the WDFW, which cannot be resolved in the normal course of business, each Party shall notify the other of the dispute, with a Notice specifying the disputed issues.
- a. SPU and WDFW coordinators shall use their reasonable best efforts to resolve the dispute within five (5) business days of submission by either Party to the other of such dispute notice. If SPU and WDFW coordinators are unable to resolve the dispute within a five (5) business day period, they shall immediately escalate the matter to the WDFW's Regional Director's Office with appropriate authority to resolve the dispute and the City's SPU Deputy Director's Office, who shall have ten (10) business days to resolve the dispute. If they are unable to resolve the dispute within ten (10) business days, they shall immediately escalate the matter to WDFW's and City's SPU Directors Offices. If the Directors are unable to resolve the dispute within fifteen (15) business days, either Party may pursue its available legal and equitable remedies. Either party may request an extension of the time periods noted in this section.
 - b. WDFW and SPU agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.
 - c. If the subject of the dispute is the amount alleged due and payable by SPU hereunder, WDFW shall continue providing the Work pending resolution of the dispute provided SPU pays WDFW the amount SPU, in good faith, believes is due and payable, and places

in escrow the difference between such amount and the amount WDFW, in good faith, believes is due and payable.

13. **RECORDS MAINTENANCE.** WDFW shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein. These records shall be subject to inspection, review or audit by the City. All books, records, documents, and other material relevant to this Agreement will be retained in accordance with Washington State law. The City shall provide reasonable notice when requesting access to records.
14. **IDEMNIFICATION.** To the extent permitted by Washington law, WDFW does hereby release and defend, indemnify and hold the City and its employees harmless from all losses, liabilities, claims (including claims arising under federal, state, or local environmental laws), costs (including attorney fees), actions or damages of any sort whatsoever arising out of the negligent conduct of WDFW employees while providing services under this Agreement (including all Services described in Attachment A – Scope of Services), but this indemnity shall not include an obligation to indemnify the City for the sole or concurrent negligent conduct of the City employees. WDFW waives any immunity it may have or limitation on the amount or type of damages imposed under any Industrial, Workers Compensation, and Disability, Employer Benefit or similar laws.
15. **INSURANCE.** The City recognizes that the WDFW is self insured as a Washington State governmental entity for tort liability. The city will maintain “all risk” (including earthquake and flood perils) Property Insurance or Self-Insurance on the Cedar River Sockeye Hatchery and appurtenant structures, including the residences specified in **Attachment E.**, for replacement value. WDFW shall not be liable for payment of City’s Property Insurance deductibles except to the extent to which WDFW shall be responsible for damage causing loss. The City shall waive its insurer rights of subrogation in favor of WDFW. Should WDFW or any WDFW personnel elect to insure their respective business or personal property for Property Insurance, they shall waive their insurer’s rights of subrogation and rights for recovery in favor of the City and its employees and agents. No coverage is provided under City Property Insurance or self-insurance for WDFW business property or the personal property of WDFW personnel. Whether WDFW business or WDFW personnel personal property is insured by them or not, all such property on City premises shall be at the sole risk of WDFW and WDFW personnel. No evidence of Insurance or Self-Insurance is required to be provided by either Party.
16. **AGREEMENT ALTERATIONS AND AMENDMENTS.** This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.
17. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.
18. **COMPLIANCE WITH THE LAW.** The Parties to this Agreement shall comply with all Federal, State, and Local laws and ordinances.

19. TERMINATION.

- a. **For Default.** Failure to keep or perform any term or condition of this Agreement shall be a default hereunder (a “**Default**”). Upon a Default, the aggrieved Party shall provide written notice to the defaulting Party, specifying the **nature** of the Default, and the aggrieved Party’s intention to terminate this Agreement if the Default is not corrected within thirty (30) days of the date of the notice. If the defaulting Party fails to cure within the stated period, the aggrieved Party may thereafter terminate this Agreement without any further proceedings. The aggrieved Party will have available to it all remedies provided at law and equity.
- b. **By Notice.** Either Party may terminate this Agreement by providing 1 year written notice to the other Party.

20. **CITY ABILITY TO TERMINATE DUE TO LACK OF APPROPRIATIONS.** It is understood that funds for the payment of the services to be provided hereunder are allocated out of monies received by the City from tax sources and/or other governmental entities and that funding for the services to be provided hereunder may be decreased or eliminated by executive or legislative action. Therefore, the Parties agree that notwithstanding any other provision in this Agreement, if said funding is decreased or eliminated, or if in the judgment of the executive or legislative authority of the City, continuation of this Agreement would be an unnecessary expenditure of public funds, then the City may terminate this Agreement without further obligation to WDFW after the City has given WDFW written notice of such termination at least thirty (30) days prior to the effective date of termination and documentation of such executive or legislative action.

21. **SEVERABILITY.** If any provisions of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

22. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The jurisdiction and venue of any action brought hereunder shall be in the Superior Court of King County.

23. **AUDIT.** During the process of the Project and for a period of no less than three years from the Completion Date, each Party will keep and make available for each other’s inspection and audit all records pertaining to the Project, including accounting records. The Parties shall furnish to each other copies of these records upon request and shall maintain the records in accordance with work order accounting procedures prescribed by the Division of Municipal Corporations of the State Auditor’s Office.

24. **NOTICES.** All notices to the Parties of this Agreement shall be in writing and addressed to those persons identified in **Attachment B – Terms of Invoicing and Payment**.

25. **ENTIRE AGREEMENT.** This Agreement and any written attachments or Amendments thereto, constitutes the complete contractual agreement of the Parties and any oral representations or understandings not incorporated herein are excluded.

26. **PAYMENT FROM THE MANAGEMENT RESERVE FUND (IF ANY).** For a Management Reserve Fund to be utilized on this Agreement or any subsequent amendments it must already be identified on the associated **Attachment B** for the estimated cost. The Management Reserve Fund is to provide SPU with flexibility to authorize additional funds for allowable unforeseen costs beyond those estimated for in the tasks of the Scope of Work, or for reimbursing WDFW for additional work requested by the City toward completing the Scope of Work. If this Agreement has any Federal monies in it, the maximum amount allowable for the Management Reserve Fund shall not exceed the lesser of \$50,000 or 10% of the total Agreement amount.

- a. Payment from the Management Reserve Fund is at the sole discretion of SPU and must be authorized in writing **before** WDFW performs the additional work. Such written authorization will include a description of the work that is to be performed and shall specify the amount of the payment, including, if applicable, any profit factor. Any fixed fee for work reimbursed from the Management Reserve Fund shall be negotiated at the time such work is assigned to WDFW and shall be authorized in writing by the City. WDFW shall show separately and identify on its invoices all charges against the Management Reserve Fund.

27. **OVERHEAD.** Except as provided in this section, or otherwise agreed, WDFW may charge overhead at the rate annually approved by the Federal Government established through the U.S. Department of Interior and may adjust the rate accordingly upon sixty (60) days notice to SPU. WDFW shall not charge an overhead rate for the purchase of fish food, capital outlay expenditures, or the purchase of equipment. The Parties agree that SPU has not relinquished any ability to request a waiver of or reduction of overhead. Nothing in this paragraph precludes a Party from requesting a discussion about changes to or a waiver of the overhead rate.

(SIGNATURE PAGE)

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

SEATTLE PUBLIC UTILITIES (SPU)
THE CITY OF SEATTLE

**WASHINGTON STATE DEPARTMENT OF
FISH & WILDLIFE (WDFW)**
THE STATE OF WASHINGTON

Andrew Lee, SPU General Manager/CEO

Kelly Susewind, WDFW Director

Date

Date

ATTACHMENTS SPU AGREEMENT NO. 22-048-A

- A. Scope of Services and Schedule
 - A-1 Annual Notice to Proceed
- B. Terms of Invoicing and Payment
- C. Seattle Public Utilities SAID Card Application and Background Check Authorization
- D. Cedar River and South Fork Tolt Watersheds Water Quality and Protection Regulations
- E. Cedar River Sockeye Salmon Hatchery Residence Management Provisions
- F. Landsburg Mitigation Agreement
- G. Cedar River Hatchery Program 2014 Strategic Plan
- H. Cedar River Hatchery Adaptive Management Plan
- I. Adaptive Management Work Group Charter and Operating Guidelines
- J. Cedar River Sockeye Hatchery Maintenance Responsibility Assignment Table
- K. WDFW Stand-by Rules
- L. Facility Emergency Call Plan for the Cedar River Hatchery
- M. Landsburg Fish Hatchery Spill Response Plan
- N. Landsburg Power Outage SOP

Table B-1: Total budget, with annual estimates.

Brood year (starting Oct 1 to June the following year)	Budget
2022	\$ 600,000
2023	\$ 750,000
2024	\$ 792,062
Total Not to Exceed Agreement Cost	\$ 2,142,062

Equipment and Supplies		Amount	Description
Spawning Supplies	A000		\$1,200 Paper towels, knives, cotton gloves, spoons brushes
Weir	A000		Pea gravel, sand bags RV supplies, miscellaneous hardware, \$4,590 chain
Miscellaneous Consumables/ unknown expenditures	A000		Lumber, glue, hardware, blades, caulking, tool and tool batteries, filter, salt
Janitorial	EA	A030	\$13,200
Staff equipment and PPE's		A060	\$600 Garbage bags, soap, cleaners
Safety		A090	\$5,000 rain gear, wader and boots, gloves, hat and life jacket
Hatchery repairs		A320	\$2,850 Formalin Filter Cartridges and other Safety items
Office Supplies		A430	\$4,000 Miscellaneous repairs & projects
Paper		A436	\$625 Ink toner, pens, pencils, other
Cell Phones		B020	\$100 Copy paper
	EB		\$1,065 cell phones
Mailing Items		B050	Mailing fry, otoliths, Mail Box rental and other mail related \$2,800 items
Utilities Due Credit		C020	
Propane Travel Trailer Sept to November		C050	(\$3,492.00)
Shed rental	ED	D060	\$200 propane for travel trailer
Computer leasing	EE	E050	\$150 Rental shed for storage of weir tools and gear
Printing	EF	F000	\$410 Computer leasing
Trainings (Professional Development)	EG	G000	\$100 Olympia charge - no overhead on line description
Conferences		G010	\$2,500 Training
Hearing tests			\$1,500 Fish Culture Conference
Health Force	ER	R290	\$300 Hearing tests 4 people
Security For tip gate opening and closings		R130	\$400 Physical 4 people
Fuels and Veh. Maintenance		S050	\$11,827 Security Work
Mileage			\$5,125 Gas, Vehicle maintenance,
Boiler inspection		Z070	\$1,250 mileage
P-Card Credit		Z120	\$150 Inspection of Pressure vessels
Comdata Credit		Z120	(\$0)
Personal Operated vehicles	GC	C010	(\$0)
Vehicle F-250	GN	N040	\$500 POV
F-250 Mileage	GN	N042	\$4,064 F 250 monthly Charge
Handheld devices repair / replace	JA	A050	\$4,250 Overage for mileage (first 500 miles free)
Software License	JB	B000	\$1,000 DO meter, temperature display
			\$200 Adobe Reader

Equipment and Supplies	Months	Current Invoice	Annual Amount Budgeted	Annual Amount Remaining
Spawning Supplies		\$0	\$1,200	\$1,200.00
Weir		\$0	\$4,590	\$ 4,590.00
Miscellaneous consumables / unknow expenditures		\$0	\$13,200	\$ 13,200.00
Janitorial		\$0	\$600	\$ 600.00
Staff equipment and PPE's		\$0	\$5,000	\$ 5,000.00
Safety		\$0	\$2,850	\$ 2,850.00
Hatchery repairs		\$0	\$4,000	\$ 4,000.00
Office Supplies		\$0	\$625	\$ 625.00
Paper		\$0	\$100	\$ 100.00
Cell Phones		\$0	\$1,065	\$ 1,065.00
Mailing Items		\$0	\$2,800	\$ 2,800.00
Utilities Due Credit		\$0	(\$3,492.00)	\$ (3,492.00)
Propane Travel Trailer Sept to November		\$0	\$200	\$ 200.00
Shed rental		\$0	\$150	\$150.00
Computer leasing		\$0	\$410	\$ 410.00
Printing		\$0	\$100	\$ 100.00
Trainings (Professional Development)		\$0	\$2,500	\$ 2,500.00
Conferences		\$0	\$1,500	\$ 1,500.00
Hearing tests		\$0	\$300	\$ 300.00
Health Force		\$0	\$400	\$400.00
Security		\$ -	\$ 11,827	\$ 11,827.00
Fuels and Veh. Maintenance		\$0	\$5,125	\$5,125.00
Mileage		\$0	\$1,250	\$1,250.00
Boiler inspection		\$0	\$150	\$ 150.00
P-Card Credit		\$0	(\$0)	\$ (0.00)
Comdata Credit		\$0	(\$0)	\$ (0.00)
POV		\$0	\$500	\$ 500.00
Vehicle F-250		\$0	\$4,064	\$ 4,064.00
F-250 Mileage		\$0	\$4,250	\$4,250.00
Replace handhelp devices		\$0.00	\$1,000	\$ 1,000.00
Software License		\$0.00	\$200	\$ 200.00
Equipment and Supplies Total			\$62,872.00	\$62,872.00

22-048-A ATTACHMENT A

SCOPE OF SERVICES & SCHEDULE

INTRODUCTION

This Agreement facilitates SPU's commitment meeting the long-term sockeye mitigation obligations in the Landsburg Mitigation Agreement (hereafter "LMA") (**Attachment F**) and affiliated sockeye monitoring required in the Cedar River Watershed Habitat Conservation Plan¹.

PURPOSE

The purpose of this Agreement is to develop a service agreement between SPU and WDFW that defines the commitments, expectations, roles, and relationships for technical and operational support services for a sockeye salmon hatchery program pursuant to implementation of the LMA (Attachment F):

SPU and WDFW recognize unanticipated events may occur which could cause the Parties to this agreement to agree to modify goals, change operation guidelines, protocols, and procedures. Should the Parties agree that operational changes should be undertaken, the Parties should document such undertaking in writing by an amendment to the Scope of Work or to the LMA, if necessary. The Parties shall coordinate their efforts and collaborate in seeking approval, when necessary, from the LMA parties and the Muckleshoot Indian Tribe (MIT).

SCOPE OF WORK

The Cedar River Hatchery is not to be used for any hatchery operation, fish production, or service that has not been reviewed and agreed upon by Seattle Public Utilities.

This Scope of Work covers these tasks:

- Task 1 Broodstock Collection
- Task 2 Fish Production
- Task 3 Annual Budgeting
- Task 4 Facility Maintenance and Housing
- Task 5 Equipment and Vehicles
- Task 6 Communications
- Task 7 Emergency Management
- Task 8 Hatchery Monitoring and Evaluation Support
- Task 9 Permits

¹City of Seattle. 2000. Final Cedar River Watershed Habitat Conservation Plan

Task 1 BROODSTOCK COLLECTION

The collection of the appropriately timed and number of returning adult sockeye salmon to be utilized in meeting the hatchery's annual production goals will be a shared responsibility between WDFW and SPU. Annual broodstock collection goals will be consistent with meeting the hatchery sockeye production goals and limiting adverse impacts to Chinook salmon consistent with the requirements of the Endangered Species Act 4(d) approved Hatchery Genetic Management Plan and associated Biological Opinions. The Hatchery Manager will develop a draft Annual Production Plan and will provide it to SPU by August 1 of each year. The Production Plan will include guidelines and protocols for number of adult sockeye to collect based on preseason forecasts and counts at the Ballard Locks². The Hatchery Manager will update the Production Plan at the end of the broodstock collection season.

Broodstock collection may occur at the existing Broodstock Collection Facility (BCF) on the Cedar River at river mile (RM) 1.7, in Renton, the Landsburg fish passage facility, and from the Ballard Locks. The RM 1.7 site will be the primary site, with SPU being the lead for providing for the trapping facilities, support facilities and equipment needed to collect returning adults. WDFW will assist in weir placement and removal. The Landsburg Fish Passage Facility and Ballard Locks may be used as additional broodstock collection locations if both Parties are in agreement regarding proposed activities for the season.

WDFW and SPU will develop, coordinate, and provide annual training to the hatchery staff that operate and maintain the weir site. SPU and WDFW will mutually agree upon training content, schedule, location, and participants.

The BCF will be operated according to the BCF Operating Guidelines approved by the LMA Parties. Updated guidelines will be provided by September 1st of each year; if they are not provided before this time, the most recent BCF Operating Guidelines will be used for hatchery operations. Any proposed changes to the BCF Operating Guidelines must be received by SPU by July 1.

It is anticipated that the existing BCF and related infrastructure will begin operation two days after Labor Day and be removed when SPU and WDFW mutually agree that the weir can no longer be safely operated. The installation schedule is set by the Conditional Use Permit issued by the City of Renton. SPU and WDFW have a shared goal of leaving the broodstock collection facility operable as long as weather and river conditions allow and sockeye are still present in the river.

This agreement provides funding and obligates WDFW to conduct the day-to-day operation and maintenance of the RM 1.7 broodstock collection facility, including hauling of broodstock from the weir trap to the Cedar River Hatchery. Day-to-day operations include opening and closing the trap and weir to maximize the collection of adult sockeye broodstock, sorting sockeye by sex, recording fish counts (all species), checking sockeye salmon for tags or marks, safely passing upstream non-targeted species, monitoring and documenting Chinook salmon activity below and above the weir, limiting the delay of

² The number of sockeye counted at the Ballard Locks does not always accurately predict the number of sockeye entering the Cedar River. Should a more accurate estimate of the number of sockeye entering the Cedar River become available during the term of this agreement, SPU and WDFW may agree to use that value to estimate annual hatchery fry production.

migrating Chinook in a manner consistent with the Broodstock Collection Operation Guidelines, and hauling broodstock to the hatchery. WDFW is responsible for communicating Chinook mortalities to SPU within a timely fashion and NOAA (as per the Hatchery Genetic Management Plan).

WDFW will also provide employee presence at the weir at all times while the facility is installed in the Cedar River, i.e. 24 hours per day. Other operational duties for WDFW staff assigned to the trap site include, but are not limited to, fish trap adjustments; rack cleaning; trailer, storage container and grounds cleanup; recording activities performed; and interacting with the public. These duties are only undertaken when river and weather conditions allow for them to be conducted safely. Under this agreement, maintenance for this facility is defined as work routinely done to keep equipment such as the weir, trap, storage container, and trailer in good working order. Examples include removing sticks, carcasses, small logs and leaves from the weir, tightening loose parts, and replacing damaged pickets on the weir. Major repairs to the resistance board weir and other permanently placed infrastructure at the weir site is the responsibility of SPU. SPU will provide security cameras and fencing while WDFW will handle arrangements for any desired security personnel. Changes to security support can be made with agreement by WDFW and SPU.

If both Parties to this Agreement are in agreement regarding broodstock collection activities at the Landsburg Fish Passage Facility then the Landsburg Mitigation Coordinator and WDFW Hatchery Manager will jointly determine the appropriate level of staffing and transportation needed to support sockeye broodstock collection and transport from the Landsburg dam to the hatchery (refer to last paragraph of PURPOSE of this Agreement for additional detail regarding operational changes). SPU will manage all fish ladder sorting and WDFW will provide support staff, as agreed upon by SPU and WDFW. Adult collection guidelines and protocols for this site will be developed by SPU. In the years that the Landsburg Fish Ladder site is utilized to meet the hatchery's broodstock goal, the SPU Landsburg Mitigation Coordinator will be responsible for timely communications and coordination with WDFW hatchery staff. A written summary and data on broodstock collection will be included in the Cedar River Sockeye Hatchery Annual Report, which is covered in Task 2 of this agreement.

WDFW may request WDFW staff and SPU fish trucks be available to support broodstock collection at the Ballard Locks and SPU approval is required prior to May 1 of each calendar year. This provides both SPU and WDFW time to discuss and coordinate facility and staff schedules needed to support the activity.

Deliverable	Annual Due Date	Notes
Proposed changes to BCF Operations Guidelines	July 1	
Draft Annual Production Plan	August 1	
Final Annual Production Plan	Sept. 15	

Updated Annual Production Plan	May 1	Production plan is updated with actual production from the previous brood year.
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Task 2 FISH PRODUCTION

This agreement provides WDFW with funding and obligates WDFW to perform the hatchery operations to meet annually determined fish production goals described in the Annual Production Plan. Fish production consists of hatchery activities associated with adult fish capture, transport, holding, and spawning, carcass distribution, incubation, rearing, disease screening and control, marking, and fry releases consistent with the Adaptive Management Plan and BCF Operating Guidelines. It is recognized by SPU and WDFW that achieving all criteria associated with the annual production goals and schedules are dependent on run size, timing, behavior of sockeye and Chinook salmon, weather, river flows, weir operations and spawning times.

The outcomes of this task are summarized in the Cedar River Sockeye Hatchery Annual Report. The report will include a summary of Broodstock Collection, Fish Production, Monitoring and Production Schedule activities. It will also address safety, training, site security, staffing, budget status, equipment, and housing and facility maintenance activities or issues that WDFW observed or worked on. WDFW will document other relative and general information such as severe weather conditions, fish kills, disease outbreaks and all other observations that impacted annual operation both in a positive and negative manner. WDFW will deliver a *Draft Cedar River Sockeye Hatchery Annual Report* to SPU by June 15th. SPU will provide any final comments by July 31st, and WDFW will provide a *Final Cedar River Sockeye Hatchery Annual Report* no later than August 31st.

Deliverable	Annual Due Date	Notes
Draft Cedar River Sockeye Hatchery Annual Report	June 15	SPU provides reviewer comments by July 31.
Final Cedar River Sockeye Hatchery Annual Report	August 31	

Task 3 ANNUAL BUDGETING

No later than April 1st of each year, WDFW will provide SPU with a Draft Budget Request table for the upcoming season. The budget will include salaries, benefits, equipment and supplies and facilities and administration categories, and be in the format shown in **Attachment B**, Table B-2. The budget table will include the number and the classifications of staff to be hired for the operation of the Cedar River Sockeye Hatchery and the broodstock collection locations. The plan will identify positions that have been assigned standby for each site.

SPU will provide up to a maximum of \$750,000 for total annual facility operation and WDFW maintenance responsibilities identified in the Cedar River Sockeye Hatchery Maintenance Responsibility Assignment Table. Exact annual budget values will be agreed upon in the Notice To Proceed letter issued annually to WDFW from SPU and may be less than the maximum allocated for that year within the MOA.

WDFW and SPU will notify each other when key project managers or hatchery staff change. All WDFW staff working at the Cedar River Hatchery must receive clearance to access Landsburg and the Cedar River Watershed (see **Attachment C**, SAID and Background Check and **Attachment D**, Cedar River Water Quality and Protection Regulations). Both SPU and WDFW agree to comply with the Drug Free Workplace Act of 1988 and their respective policies regarding a drug free workplace.

SPU and WDFW agree that the hatchery production activities that occur at the Cedar River Hatchery Site are in close proximity to the City's water supply infrastructure and therefore each shall conduct operations respectfully of the operations of all facilities operated by the either SPU or WDFW.

SPU and WDFW shall be responsible to supervise their respective employees. Neither party is authorized to discipline or reprimand the job performance of the other employees of the other party. However, performance may be discussed by SPU and WDFW managers and supervisors to improve safety, performance or operations.

Staff funded by this Agreement are for the implementation of the Cedar River Sockeye Hatchery Program. The use of Cedar River Hatchery staff outside this project will not exceed five working days per year per employee. Any temporary assignment of Cedar River Hatchery staff to locations outside the Cedar River will be primarily for staff development and training and improve staff's ability to perform duties associated with the operations of the Cedar River Hatchery. If times occur when activities at the Cedar River Hatchery are less than enough to keep all staff fully active, WDFW, through its Hatchery Manager or Regional Hatchery Operations Manager, will consult with the SPU Landsburg Mitigation Coordinator for additional training or work opportunities associated with the LMA.

This Agreement provides funding and obligates WDFW to ensure that WDFW FTE and the career seasonal receive regular training for swiftwater river work and operation of the SPU fish hauling vehicles. All other training required for WDFW staff will be handled by WDFW to meet employee safety standards.

Deliverable	Annual Due Date	Notes
Draft Hatchery Budget	April 1	
Final Hatchery Budget	June 1	

Task 4 FACILITY MAINTENANCE AND HOUSING

The Cedar River Sockeye Hatchery Maintenance Responsibility Table (**Attachment J**) identifies responsibilities for SPU and WDFW to ensure timely, efficient, and effective facility maintenance that is consistent with the policies and procedures of each organization and makes the best use of the fiscal resources provided for the project by the LMA. The table identifies SPU work units and also provides expected response times for tasks. Review and updates to the Sockeye Hatchery Maintenance Responsibility Table can be made as agreed upon by both SPU and WDFW.

WDFW and SPU have determined that providing housing in support of the Cedar River Sockeye Hatchery is essential to perform stand-by duties as described in the WDFW Cedar River Hatchery stand-by rules (**Attachment K**). WDFW shall act as the real property management agent for SPU for the residences at the Sockeye Hatchery. WDFW shall comply with the Residence Management Provisions set forth in **Attachment E**. WDFW shall ensure that the tenants assigned to the on-station positions at this hatchery also comply with the Residence Management Provisions, as applicable in **Attachment E** and those of the Cedar River Municipal Watershed Access, Water Quality and Control Regulations (**Attachment D**). To clearly define residence maintenance responsibilities to and between the Parties, Table E-1 was developed and is included in the Resident Management Provisions (**Attachment E**).

Task 5 EQUIPMENT AND VEHICLES

This task refers to hand tools, shop tools and other small equipment that is not otherwise serviced through work orders or vendor contracts and vehicles owned by SPU but operated by WDFW. Equipment purchased under this Agreement and billed to SPU is the property of SPU and upon completion of work, all such materials or equipment shall be returned to SPU prior to the final payment. All SPU-owned equipment shall be recorded and labeled with SPU inventory tags following SPU policy.

Equipment otherwise obtained by WDFW shall be the property of WDFW. These items shall be recorded and labeled with WDFW inventory tags following WDFW policy. WDFW will notify SPU when it is necessary to purchase any equipment that exceeds \$1,000 in value. SPU retains the right to purchase any equipment more than \$1,000 in value. In an emergency, WDFW may purchase equipment up to \$1,000 in value that was not previously budgeted, if immediately afterwards, WDFW notifies SPU in writing of the purchase and describes the emergency. WDFW is not required to request duplicate authority to purchase items already negotiated and approved by SPU.

In the development of the annual budget and production plan, WDFW shall provide SPU a request for new equipment and materials that it believes necessary to complete the project. Included in such list shall be an estimated cost on a per item basis. Such list will be reviewed by SPU and if necessary, negotiated with WDFW. A determination will be made as to which entity will purchase the agreed to items. WDFW shall, with SPU's review, develop equipment maintenance procedures and schedules for all new and existing major equipment, unless that is covered in the SPU Facilities Asset Management Plan.

This agreement allows WDFW permanent and long-term temporary staff members to operate and fuel City-owned vehicles for use in fulfilling obligations outlined in this agreement. Use of City-owned vehicles, tools, or equipment by WDFW is subject to the terms of SPU AGREEMENT NO. 22-048-A, including all sections regarding indemnification and insurance. WDFW shall follow the City of Seattle Code of Ethics (SMC Chapter 4.16) for use of City-owned vehicles and for fueling. City of Seattle fuel can only be dispensed into the following equipment: Vehicle no. 36552, a 2003 Peterbilt Fish-Hauler and Vehicle no. 32776, a 2014 Ford F550. City of Seattle fuel cannot be dispensed into WDFW-owned vehicles or equipment. WDFW, when using City of Seattle vehicles, will keep them clean and in good, working order. Fuel tanks on these vehicles should remain at 25% full or higher. Vehicles will be returned to SPU's Cedar River Sockeye Hatchery or Landsburg facility nightly. Vehicles will be maintained by City of Seattle Fleets and Administrative Services mechanics. All vehicle mechanical work will be arranged through SPU.

All vehicles, equipment and materials purchased by SPU under this Agreement shall be used for Cedar River Sockeye Hatchery operations. SPU must be notified prior to use of SPU equipment outside the scope of this Agreement, and this use will be reviewed for reimbursement purposes. Mileage for vehicle use for non-Cedar River Sockeye Hatchery operations should be itemized in the hatchery annual report.

WDFW and SPU will cooperatively complete an inventory of all SPU-owned equipment by June 30th of every odd numbered year.

Deliverable	Due Date (odd numbered years only)	Notes
Inventory of SPU-owned equipment	June 30	Jointly completed by WDFW and SPU

Task 6 COMMUNICATIONS

WDFW and SPU shall name two designated persons as the points of contact for the term of this Agreement. Both WDFW and SPU shall provide a backup on-site contact and phone numbers, email addresses, and mailing addresses for contacts. If the contact for either entity changes, notification shall be provided to the other within a timely manner.

Both entities agree that a major goal of this Agreement is to ensure good communications are maintained and enhanced. There are two important elements of communications that this Agreement addresses. First is communication expectations between SPU and WDFW, and the second element defines the expectation when communications occur with others about this project. Both SPU and WDFW recognize that each has individual responsibility to ensure that timely and meaningful communications occur. During busy times of the year, daily communications may be required to ensure efficient and effective use of staff, equipment, and facilities is achieved. In preparing for an upcoming

spawning year, starting the first week of August, the SPU's Landsburg Mitigation Coordinator and WDFW's Lead Hatchery Specialist will establish a regular meeting schedule (e.g. every two weeks). Meetings will occur throughout the year to facilitate planning for and achieving the annual hatchery goals and facility maintenance. WDFW will communicate information regarding fish stock on hand (adults, eggs, or fry), mortalities spawning, and release activities on a regular basis throughout the fish season. This typically means weekly updates.

Both entities agree that no public blame is to be placed on either party by the other. Any news releases, informational pamphlets or brochures, website information, or other significant informational media prepared by WDFW concerning the Cedar River Sockeye Hatchery shall acknowledge SPU's ownership, responsibilities and funding of the project, or if prepared by SPU, acknowledge WDFW's responsibilities. WDFW and SPU shall not publish, release, disclose, or announce to any member of the public or press, official body, or any other third party any information concerning the other Party without their prior review of the information and consent.

Proper disclosure of information is an important component of communication in support of the goals of this agreement. Therefore, any reports, information, or data that are intended to be reviewed and provided, by WDFW, to a third party and that have been developed while operating the Cedar River Sockeye Hatchery or related monitoring and evaluation programs, are to be reviewed and approved by SPU. WDFW shall supply such documents in draft form to SPU for review, comment and approval before finalization or distribution unless: (a) Reports and data have been previously submitted and approved by SPU; (b) Reports are otherwise specified in an annual operation plan and are required by a federal or state law or permit, or (c) Reports are protected from disclosure to SPU by state or federal law. WDFW will provide SPU with a reasonable time to review and approve submitted reports and data. SPU will review submitted reports and data in a reasonable time.

During work, and as time allows WDFW permanent staff will politely respond to questions from the public about the weir operations, sockeye transport and/or Cedar River salmon. If questions are from the media, other than their name and employer, WDFW staff will provide the reporter with contact information for the WDFW Hatchery Manager and SPU Landsburg Mitigation Coordinator. WDFW temporary staff will not discuss the hatchery program or operations with stakeholders or the media, when encountered at the broodstock collection facility. The temporary workers must refer those questions to the WDFW Hatchery Manager or his/her designee.

Deliverable	Annual Due Date	Notes
Regular Hatchery Facilities Meetings	NA	SPU and Hatchery staff meet weekly or bi-weekly, depending on need.

Task 7 EMERGENCIES

Funding is provided and obligates WDFW to provide emergency response in the event fish at the hatchery site or the broodstock collection facility are at risk due to mechanical failure or other cause. While fish are being actively trapped or cultured, WDFW shall have at least one standby employee on the hatchery site during all hours after regular work hours. The standby employee must always be fit for duty. SPU provides permanent housing at the hatchery site and temporary living quarters (28-foot trailer) at the broodstock collection facility site to aid WDFW in providing emergency response, public safety and protection of property. WDFW and SPU shall provide training to the onsite employees such that they can provide emergency response. In the event SPU personnel are required to assist in an emergency, the standby employee for WDFW shall contact the appropriate SPU contact, as outlined in the Hatchery Emergency Call Plan (**Attachment L**). In the event of an emergency involving the LOC backup generator, which serves as a backup generator to both the hatchery spring pumps and the LOC, WDFW must follow the LOC backup generator protocol and SPU staff for all communications and actions (Attachment N).

Facility emergencies are defined as: any equipment breakdown or malfunction at the hatchery facility, including spring ponds and water pipes, and broodstock collection facility that:

- Poses a direct threat to fish life within a time shorter than the response period. For example, if a facility emergency occurs at 3 am and fish could die in two hours, enact the Emergency Call Plan; or
- Impacts major facility systems (e.g., water supply, boiler, HVAC system), which will cause major damage to the facility or loss of fish life.
- Poses a direct threat to the facility through flooding, fire or other destruction.

The protocol WDFW is to follow under facility emergencies is outlined in **Attachment L**, the “Facility Emergency Call Plan for the Cedar River Hatchery.”

For any chemical spills or spill response at the facility, WDFW personnel will follow the “Landsburg Fish Hatchery Spill Response Plan” (**Attachment M**).

Deliverables

There are no deliverables specific to this task.

Task 8 HATCHERY MONITORING AND EVALUATION SUPPORT

Under this task, WDFW hatchery staff will support Cedar River Hatchery Monitoring and Evaluation as described in the following paragraphs and as agreed to by both parties of this Agreement.

For fry condition measurements, WDFW hatchery staff will sample fry regularly prior to each release from the hatchery. Hatchery staff will also sample fry at regular intervals from the fry trap during the period when the trap is operated and fry are captured. Metrics collected are to include: source (hatchery or Cedar River), length (mm), weight (g) and yolk rating (1 through 5). Hatchery staff will provide fry condition data to SPU in the Microsoft Excel format that SPU provides.

Hatchery staff will provide field support for the smolt seining led by WDFW in Lake Washington, typically by sending one hatchery staff member to sample with the WDFW Science Group, or another SPU-selected agency or contractor. Additionally, hatchery staff will collect fork length and weight measurements on sampled smolts and be responsible for preserving and shipping biological samples to labs for analyses, such as otolith or scale readings. Hatchery staff will provide smolt sampling data to SPU in the Excel format that SPU provides.

WDFW hatchery staff will also support annual biosampling sampling of sockeye broodstock, in coordination with WDFW Region 4, or another SPU-selected agency or contractor.

WDFW hatchery staff will provide field support for adult sockeye sampling at the Locks, as needed. Support of Locks sampling by hatchery staff will be requested by WDFW to SPU on an annual basis and effort will be included in the annual hatchery operations report. WDFW hatchery staff will support WDFW Region 4, or other SPU-selected agency or contractor, in field sampling otoliths and other metrics near the Ballard Locks.

Deliverable	Annual Due Date	Notes
Smolt field data	July 1	To be collected as annually agreed by SPU and WDFW.
Fry condition data	May 1	Raw data only; average of fry condition is provided in the annual report.

Task 9. Permits

Listed Parties shall be responsible for obtaining all permits necessary for the operation of the hatchery and will provide a copy of permits and regulatory compliance documents to SPU. In the case that a violation occurs for any permit associated with the operation of the hatchery, WDFW shall notify the SPU Landsburg Mitigation Coordinator within 24 hours. Permits and responsible parties are:

Nationwide Permit 4/Clean Water Act (ACOE and WDOE): SPU

National Pollutant Discharge Elimination System: WDFW

Hydraulic Project Approval (WDFW): WDFW will include Cedar River Sockeye Hatchery facilities in Statewide Hatchery HPA permit.

City of Renton Conditional Use Permit: SPU will secure a Conditional Use Permit from the City of Renton for use of the shoreline easement for the BCF.

Hatchery Genetic Management Plan (HGMP-NOAA): WDFW

ATTACHMENT B
SPU Agreement Number 22-048-A

TERMS OF INVOICING & PAYMENT

EFFECTIVE DATE	COMPLETION DATE	DOLLAR AMOUNT
October 1, 2022	June 30, 2025	\$2,142,062
BASIS OF PAYMENT (Hourly rate, lump sum, etc.) and INTERVALS OF PAYMENT (If you have a Cost Breakdown, Attach as ATTACHMENT B-1)		
Invoice once per month. Payments to WDFW are based on monthly billings from WDFW to SPU, which are reimbursement for WDFW's actual cost of operation of the Cedar River Sockeye Hatchery		
PROVIDER SHALL SUBMIT INVOICES TO:		INVOICES SHALL INCLUDE THE FOLLOWING:
Accounts Payable Seattle Public Utilities PO Box 34018 Seattle WA 98124-4018		1. Invoice date and number 2. SPU Agreement Number 3. Period covered by the invoice 4. Breakdown of charges 5. Description of services performed and budget tracking consistent with Table B-3
SUBCONTRACTORS OR SUB-CONSULTANTS AUTHORIZED (Enter "NONE" if not applicable)		
None		
NAME OF BUSINESS OR AGENCY KEY PERSONNEL ESSENTIAL TO THE PROJECT		
Carol Volk, SPU Landsburg Mitigation Coordinator Brodie Antipa, WDFW Regional Hatchery Manager		
NAME AND ADDRESS OF SPU'S PROJECT MANAGER		
Carol Volk Seattle Public Utilities 700 5th Avenue, Suite 4900 P.O. Box 34018 Seattle, WA 98124-4018		
BUSINESS / AGENCY NAME AND ADDRESS FOR DELIVERY OF NOTICES		SPU'S NAME AND ADDRESS FOR DELIVERY OF NOTICES
Brodie Antipa Soos Creek Hatchery 13030 SE Auburn-Black Diamond Rd Auburn, WA 98092		Carol Volk Seattle Public Utilities 700 5th Avenue, Suite 4900 P.O. Box 34018 Seattle, WA 98124-4018



Seattle Public Utilities

City Employee

Secure Access ID (SAID) Card Application

Date [Click here to enter a date.](#)

Mechanical Key ☐
Reason for Key Usage - list in 'Additional Info' section at bottom of application.

New ☐ Lost ☐ Work Start Date Card # TES ☐ Intern ☐ Other ☐ Supervisor of Employee (Print)
Update ☐ Broken ☐ Work End Date Explain 'Other' in 'Additional Info' section at bottom of application.

Employee Name Employee ID

City Dept \ Branch \ Division \ Unit Job Title

SPU Low Org Home Office Location Office Phone Mobile Phone

SPU Asset Owner-Operator approval REQUIRED, view the list at [SPUWEB/Security](#)

SPU Security Office - Access Control
206-684-8516
SPUCardAdmin@Seattle.gov

Days / Times			Location / Building	Area / Floor
5a-7p M-F	24 / 7	Other		
<input type="checkbox"/>	<input type="checkbox"/>		SMT <input type="checkbox"/>	27 <input type="checkbox"/> 31 <input type="checkbox"/> 40 <input type="checkbox"/> 44 <input type="checkbox"/> 45 <input type="checkbox"/> 46 <input type="checkbox"/> 47 <input type="checkbox"/> 48 <input type="checkbox"/> 49 (Exec) <input type="checkbox"/> 49 (HR) <input type="checkbox"/> 50 <input type="checkbox"/> 53 <input type="checkbox"/> 59 <input type="checkbox"/> 61 <input type="checkbox"/> Freight Elevator <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		OCC <input type="checkbox"/>	Floor 1 <input type="checkbox"/> Floor 2 <input type="checkbox"/> S. Vehicle Gate <input type="checkbox"/> Other
<input type="checkbox"/>	<input type="checkbox"/>		NOC <input type="checkbox"/>	Floor 1 <input type="checkbox"/> Floor 2 <input type="checkbox"/> Gates <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Materials Test Lab <input type="checkbox"/>	Main Entry <input type="checkbox"/> All Doors <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Park 90/5 <input type="checkbox"/>	Main Entry <input type="checkbox"/> Storage Rm N & S Doors <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Haller Lake <input type="checkbox"/>	FAS Gates <input type="checkbox"/> DWW Hygiene Facility <input type="checkbox"/> DWW Trailer 2 <input type="checkbox"/> PDEB Trailer 3 <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Charles Street <input type="checkbox"/>	FAS Gates <input type="checkbox"/> DWW Doors <input type="checkbox"/> Other
<input type="checkbox"/>	<input type="checkbox"/>		CSO <input type="checkbox"/>	Arm/Disarm <input type="checkbox"/> Other Reader <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Ballard Office Bldg <input type="checkbox"/>	Main Entry <input type="checkbox"/> Gate <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		South Ops. Center <input type="checkbox"/>	Building <input type="checkbox"/> Gate <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Beacon Hill Office <input type="checkbox"/>	Building <input type="checkbox"/> Gate <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Water System <input type="checkbox"/>	Reservoirs - Pump Stations - Standpipes - Tanks Gates <input type="checkbox"/> Hypo Bldg <input type="checkbox"/> SCADA <input type="checkbox"/> Other
<input type="checkbox"/>	<input type="checkbox"/>		Landsburg Dam <input type="checkbox"/>	Main Gate <input type="checkbox"/> Dam Gates <input type="checkbox"/> Fish Hatchery Gate <input type="checkbox"/> Screen House <input type="checkbox"/> LOC Bldg <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Lake Youngs <input type="checkbox"/>	Gates <input type="checkbox"/> Building <input type="checkbox"/> Blue Stone Building <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Duvall Shop <input type="checkbox"/>	Gates <input type="checkbox"/> Building <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Transfer Station - N <input type="checkbox"/>	Floor 1 <input type="checkbox"/> Floor 2 <input type="checkbox"/> Floor 3 <input type="checkbox"/> Scale Houses <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Transfer Station - S <input type="checkbox"/>	Floor 1 <input type="checkbox"/> Floor 2 <input type="checkbox"/> Scale Houses <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		HHW <input type="checkbox"/>	N-HHW Gates <input type="checkbox"/> N-HHW Bldg <input type="checkbox"/> S-HHW Gates <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Tolt Transmission <input type="checkbox"/>	Kelly Rd Gate <input type="checkbox"/> Pipeline Gates <input type="checkbox"/> Tolt Dam <input type="checkbox"/> Regulating Basin <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Tolt Treatment <input type="checkbox"/>	All Rdrs <input type="checkbox"/> All Rdrs X Svr Rm <input type="checkbox"/> All Rdrs X Svr Rm & Chlor Stor <input type="checkbox"/> Admin Bldg <input type="checkbox"/> Server Rm <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>		Cedar River Watershed <input type="checkbox"/>	Headquarters <input type="checkbox"/> Chester Morse <input type="checkbox"/> Masonry Dam <input type="checkbox"/> Other
<input type="checkbox"/>	<input type="checkbox"/>		S. Fork Tolt Watershed <input type="checkbox"/>	North Ridge <input type="checkbox"/> South Ridge <input type="checkbox"/> Shoreline <input type="checkbox"/> Other
<input type="checkbox"/>	<input type="checkbox"/>		Water Quality Lab <input type="checkbox"/>	

Additional Information:

Email Subject Line

Help us process your application quickly! ☺

Use these subject naming protocols when emailing your application to SPUCardAdmin@Seattle.gov

SAID Card Requests:

- **New** requests - use subject line: (LAST NAME)_New
- **Update** access - use subject line: (LAST NAME)_Update
- **Lost** SAID cards – use subject line: (LAST NAME)_Lost
- **Broken** SAID cards - use subject line: (LAST NAME)_Card Not Working

Mechanical Key Requests:

- Use subject line: (LAST NAME)_Mech Key

Send completed applications to your branch Executive Assistant:

- Your branch Executive Assistant (EA) will help you obtain SPU Asset-Owner Operator approval, their names are listed at [SPUWEB/Organization](#). After approvals are obtained the EA will email your application to SPUCardAdmin@Seattle.gov for processing. Applications without SPU Asset Owner-Operator approval will not be processed.

Access Control for City Employees

Report Lost or Missing SAID Cards Immediately

Notify the SPU Operations Response Center (ORC) immediately **206-733-9300** (24/7).

SAID cards can be deactivated upon notification, this will significantly reduce the risk of unauthorized access.

To receive a replacement card complete this application and email to SPUCardAdmin@Seattle.gov

Your Security Responsibilities

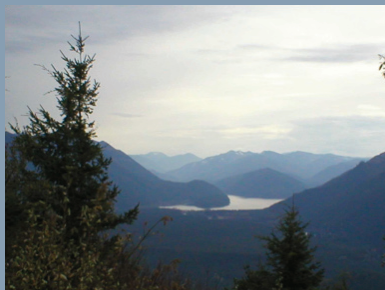
- Keep your Secure Access Identification (SAID) Card on your person all times while on SPU property.
- Do not give or lend your SAID card or SPU keys to anyone.
- Use your SAID card at all card readers for entry and exit.
- Do not follow other people through a door without presenting your SAID card at the card reader (also referred to as “tail-gating”). **Tail-gating is prohibited.**
- Make sure doors and gates are completely closed and locked behind you before you leave SPU property.
- Return your SAID card and SPU keys to SPU Security when changing jobs and/or ending SPU employment.
- Questions? Contact the SPU Access Control Administrator, SPUCardAdmin@Seattle.gov

SPU Security Personnel Cannot Authorize Access

SPU Security personnel cannot authorize or approve access to SPU facilities. The function of SPU access control is to process request forms and verify forms have the proper authorization. All requests for access **must** be authorized by the SPU Asset Owner-Operator, their names are listed at [SPUWEB/Security](#)

Cedar River and South Fork Tolt Watersheds

Water Quality and Protection Regulations



We are the source for 1.4
million customers in the
seattle metropolitan area

Watershed Protection Section



Upper Cedar River Watershed in winter



In addition to providing more than 1.4 million customers in the Seattle metropolitan area with a reliable water supply, SPU provides essential sewer, drainage, solid waste and engineering services that safeguard public health, maintain the City's infrastructure and protect, conserve and enhance the region's environmental resources.

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OVERVIEW

The Cedar River Municipal Watershed (CRMW) and the South Fork Tolt Watershed (SFTW) are the primary sources of drinking water for 1.4 million customers in the Seattle Metropolitan Area. Compliance with state and federal drinking water quality regulations governing 'limited alternative to filtration (LAF)' sources of drinking water (WAC 246-290-691) require that land within the boundary of the Cedar River Watershed be subject to strict water quality protection controls.

Although the South Fork Tolt Watershed does not fall under the same LAF requirements, the South Fork Tolt Watershed Management Plan and current Best Management Practices provide similar framework to ensure the highest quality source water protection possible. Therefore, all persons accessing the CRMW or the SFTW shall adhere to the following water quality and protection regulations at all times.

*These regulations do **not** address Seattle Public Utilities Security Access Requirements that require all persons requesting access to any SPU facility or secured area be properly vetted and authorized for all unescorted access. For further details or to receive a Security and Access Identification Application (SAID Card) or a Site Security Plan Template, please contact the Watershed Protection Office at (206)615-0203.*

1. Water Quality Regulations

1.1 Sanitation

1. Human waste shall not be deposited on or below the surface of the ground or in any surface water bodies.
2. Vendors or Contractors performing work at stationary work sites are required to provide approved commercial portable or temporary sanitary facilities at their own expense and shall be responsible for proper operation and maintenance of such facilities.
 - (a) Location and type of portable or temporary sanitary facilities shall be subject to approval by the Watershed Protection Manager or his or her designee.
 - (b) Sanitary facilities shall be placed on flat surfaces and adequately protected against upset.
 - (c) Sanitary facilities shall be serviced by a professional servicing provider on a schedule appropriate to the number of persons it is serving.
 - (d) Portable or temporary sanitary facilities shall be removed at the completion of the job.

1.2 Job Site Controls

1. Garbage, including all forms of trash and organic material, shall not be deposited on or below the surface of the ground or in any surface water bodies.
 - (a) Vendors or Contractors shall provide an approved receptacle for garbage at their expense.
 - (b) Garbage receptacles must have a suitable cover that restricts animal access, exposure to the elements, and prevents wind from blowing contents out of receptacle.
 - (c) Equipment, materials and garbage shall be removed at the completion of the job.

1.3 Hazardous Materials

1. Certain activities involving hazardous materials may require Vendors or Contractors to provide hazardous spill response equipment and supplies on the job site. The type, size and quantity of such equipment and supplies will be determined by the Watershed Protection Manager or his or her designee.
2. All vehicles and equipment must be in good working order and maintained in a condition that prevents fluid leaks. Vehicles and equipment will be subject to inspection by Watershed Protection personnel.
3. Hazardous materials, including any oil or any other petroleum based products, shall not be discharged into the air or deposited on or below the surface of the ground or in any surface water bodies. Any containers of oil or petroleum based products shall be maintained in a condition that prevents any leakage.
4. Equipment use and maintenance activities shall be undertaken so that no oil or other hazardous materials reach the ground. Normal maintenance and refueling shall be carried out using oil absorbent pads and appropriate containment.

1.3 Hazardous Materials-cont.

5. In the event of a spill of any amount, prompt mitigation action shall be taken in accordance with the SPU 'Hazardous Materials Spill Response Plan', copies of which are located at the Cedar Falls Main Office. Watershed Protection staff and SPU Operations Response Center (ORC) should be notified immediately.
6. Pesticides or fertilizers shall not be used, unless specifically authorized under ordinance and with Watershed Division Director approval.

1.4 Equipment

1. Equipment must be in sound mechanical condition with no fluid leaks of any kind. All equipment is subject to inspection prior to entering the Watershed.
2. Any machinery and equipment that will be used in any location in the Seattle Watersheds with water body contact shall comply with the 'Equipment Decontamination Procedures' outlined in the SPU 'Prevention of Aquatic Nuisance Species in Seattle Water Supply Watersheds', copies of which are located at the Cedar Falls Main Office. The term 'machinery and equipment' includes but is not limited to: boats, barges, trailers, cranes, excavators, cables on heavy equipment, drilling rigs, silt curtains, hoses, pumps, pipes, ropes, shovels, waders and boots, nets, scuba equipment, scientific equipment, and any other personal equipment.
3. Projects involving more than five (5) vehicles, or vehicles requiring repeated disinfection, may be required to install and use a temporary decontamination station at Vendor or Contractor expense, located at an approved site.

1.4 Equipment-cont.

4. Refueling will normally be accomplished by means of a single pick-up mounted fueling tank having a capacity of less than one hundred gallons, except under exceptional circumstances as authorized by the Watershed Protection Manager or his or her designee.
5. Bulk storage for petroleum products or other hazardous materials is only allowed under circumstances when there is no practicable alternative and must be specified by a SPU Project Manager and approved by the Watershed Protection Manager or his or her designee. In such cases the following regulations apply:
Storage tanks or containers must be protected from accidental damage by vehicles, equipment, slides, etc.
 - (a) Tanks or containers must be located at least 100 feet from surface water bodies, including creeks, rivers, lakes, reservoirs and tributaries, except under exceptional circumstances as authorized by the Watershed Protection Manager or his or her designee.

1.4 Equipment-cont.

- (b) All tanks or containers must be pre-approved by a Watershed Engineer or his or her designee and must be surrounded by a pre-approved storage and containment facility.
- (c) Adequate spill response equipment and supplies must be stored on site, easily accessible and clearly marked.
- (d) Bulk storage locations must be pre-approved by the Watershed Protection Manager or his or her designee.

1.5 Erosion

1. All work shall be performed in a manner that prevents erosion or siltation.
 - (a) Where culverts, ditches or drainage structures are deemed necessary for protection of the water supply, such facilities shall be constructed by the Vendor or Contractors at their own expense. All work will require prior approval by a Watershed Engineer.
 - (b) Upon completion of work, all roads shall be left in such a condition as to not induce soil erosion, or become channels for the collection of surface runoff. Jobsite inspection may be required prior to job completion by both a Watershed Engineer and a Watershed Inspector.

1.6 Camping

1. No camps, tents, tarps or housing facilities may be constructed or maintained within the Watershed without prior written approval of the Watershed Protection Manager or his or her designee.
2. Possessing camping equipment (i.e., tents, sleeping bags, portable stoves, etc.) may constitute illegal camping, which is grounds for permit revocation and possible criminal trespass charges. Single use emergency shelters, such as space blankets, are exempt from this provision.

2. Fire Protection Regulations

1. All persons entering the Watershed are subject to the Washington State Industrial Fire Precaution Levels (IFPL) <http://fortress.wa.gov/dnr/ifpl/IFPL.aspx> and Watershed Fire Prevention Regulations located in SPU's Fire Resource Manual, available at the Cedar Falls Main Office.
2. No campfires, warming fires, or portable stoves are permitted in the Watershed.
3. No fireworks are permitted.
4. Smoking is prohibited, except inside private vehicles, and no person shall throw or place upon the ground any lighted match, cigar, cigarette or other burning substance while in the Watershed.
5. The Watershed Services Division Director may suspend all access at any time and without prior notice, during forest closures due to high fire danger.
6. Any person(s) who sees smoke or fire in or near the Watershed is obligated to report it immediately to the Watershed Protection staff for investigation.

3. Safety Regulations

3.1 Driving

1. The City does not warrant the condition of any Watershed road and all use of these roads are at the individuals own risk.
2. All persons operating a motor vehicle shall comply with all Washington State Motor vehicle laws which includes seatbelt use at all times.
3. All persons operating a motor vehicle shall drive with their headlights on at all times for safety purposes.
4. Vehicle speed shall not exceed 25 mph, unless otherwise posted. In some cases, poor road conditions, inclement weather, ice and or snow, low lighting, presence of wildlife, etc. will require driving well below the posted 25 miles per hour.
5. The use of alcohol and illegal drugs is prohibited.

3.2 Firearms

1. Firearms are not permitted, except by authorized law enforcement personnel, authorized SPU employees, and other entities with legal agreements that allow such use.

3.3 Emergencies

1. All incidents requiring professional level medical care, fire response, or law enforcement personnel constitutes an emergency and shall be reported to the Cedar Falls Main Office and the Watershed Protection Section as soon as possible. Watershed Protection personnel are trained and certified First Responders in a variety of disciplines and are required to complete reports for all incidents and emergencies that occur in the Watershed and within the boundaries of the Limited Use Areas.

3.3 Emergencies-cont.

2. If an emergency occurs contact 911 if possible.
Secondarily contact Watershed personnel using the information below:
 - (a) Cedar Falls Main Office (Monday through Friday), 7:30am to 4:30pm, (206) 233-1524
 - or-
 - (b) Seattle Public Utilities, Operations Response Center (24/7), (206) 386-1800
3. At a minimum, give the following information:
 - (a) Type of emergency
 - (b) Location
 - (c) Persons involved
 - (d) Actions taken

4. Cultural Resource Protection

1. Cultural resources are protected by federal and state law and shall not be disturbed.
2. It is illegal to collect any cultural artifacts from the Watershed, including bottles, cans, logging tools, arrowheads, etc.
3. In the event a cultural site is discovered or unearthed during construction activities all work in the location must stop and the site must be reported to the Watershed Protection Manager or designee immediately.
4. Individuals found disturbing cultural sites or collecting artifacts may have their access rights revoked, be denied further entry to the Watershed, and may be subject to criminal prosecution.
5. Copies of the SPU "Cultural Resource Management Plan" are available at the Cedar Falls Main Office upon request.

5. Large Construction Projects

1. Large construction projects may require completion of a “Water Quality Protection Plan” prior to the commencement of any work. Large projects are typically defined as:
 - Any project requiring more than twenty (20) individual access applications.
 - Projects that have the potential to create serious safety concerns (e.g. fall protection required; water activities planned; specialized heavy equipment use; use of explosives; use of aircraft, etc.).
 - Projects that involve ground disturbing activity that may impact water quality.
2. Water Quality Protection Plans must be approved by the Watershed Services Division Director or his or her designee and will identify additional water quality and protection measures deemed necessary to protect water quality.

5. Large Construction Projects-cont

- (a) Vendors and Contractors may be required to submit written plans pertaining to emergency response, safety, water quality protection, hazardous spill response, security, and traffic control, as determined by the Watershed Services Division Director or his or her designee.
- (b) Additional plans required by the Watershed Services Division Director will be submitted by the Vendors or Contractors at their own expense.

6. Failure to Comply

1. Any person found to be in violation of these Water Quality Regulations, a Water Quality Protection Plan, or other Watershed regulations, may have their access rights revoked, be denied further access to the Watershed, and be subject to legal prosecution.
2. If there is probable cause to believe that there has been a violation of any of the regulations herein, an investigation will be initiated by Seattle Public Utilities Watershed Protection staff for the purpose of documenting the violation and ensuring future compliance. Lack of compliance or unwillingness to correct the problem may be sufficient reason to escort violators from the Watershed and cancel all current and future Watershed access.
3. All activities in the Watersheds shall be conducted in compliance with all other applicable Federal, State, and local laws, rules and regulations for the protection of domestic water supplies, natural resources, habitat, and cultural resources.

Resources:

SPU Security and Emergency Management Policies and Procedures

SPU Hazardous Materials Spill Response Plan

SPU Prevention of Aquatic Nuisance Species in Seattle Water Supply Watersheds


SPU Fire Resource Manual

SPU Cultural Resource Management Plan

WDNR Industrial Fire Precaution Level information at <http://fortress.wa.gov/dnr/ifpl/IFPL.asp>

x

The Seattle Public Utilities Department Director or his or her designee, reserves the right to change any/all of these regulations without prior notice as conditions or events require.

 Date 9/24/10

Ray Hoffman
Director
Seattle Public Utilities

**Watershed
Protection
Office**

19901 Cedar Falls Rd SE
North Bend, WA 98045
Phone (206) 615-0203
Fax (206) 233-1527
Access Line (800) 404-1110



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ATTACHMENT E
SPU Agreement Number 22-048-A

Cedar River Sockeye Salmon Hatchery Residence Management Provisions

This Attachment establishes the Washington Department of Fish and Wildlife (“WDFW”) responsibilities and obligations as the property management agent for the residences at the Cedar River Sockeye Salmon Hatchery, acting on behalf of Seattle Public Utilities (“SPU”), the residence owner. These provisions are a component of and subject to the broader Memorandum of Agreement for Sockeye Hatchery Operations at Landsburg on the Cedar River.

The WDFW employee residents living at the Cedar River Sockeye Salmon Hatchery (“Hatchery”) play a key role in the implementation of the of the Landsburg Mitigation Agreement, regional salmon conservation efforts, the community attributes associated with the Cedar River Hatchery Program and the surrounding Landsburg Park area. The employees provide required emergency response and twenty-four (24) hour presence that is essential for the safe and effective production of sockeye salmon at the hatchery facility. Two residences will be provided for WDFW hatchery employees and their families during the employee’s annual term of employment, with the physical specifications for the residences and the surrounding areas established by the 2010 Cedar River Sockeye Hatchery Construction Contract Specifications, and such specifications include living quarters, garage, floor and window coverings, residence appliances (kitchen range, refrigerator, dishwasher, clothes washer and drier, hot water heater, and residence heating system) and supporting mechanical and electrical systems (collectively the “Residences”). WDFW acknowledges that the Residences are being provided by SPU on an “AS-IS, WHERE-IS” basis and that SPU shall not be liable in any way for or with respect to the condition of the Residences or the suitability of the Residences for WDFW’s intended purposes. WDFW acknowledges that SPU is specifically relying on WDFW as the property manager to determine and discover any defects or problems with the Residences as they occur or arise.

These Residence Management Provisions are intended to establish a common set of standards and guidance for managing and maintaining the hatchery residences in good working order. They are expected to help ensure a safe, effective and pleasing working and living environment for WDFW employees and their families while supporting continued protection of the regional drinking water supply and the Cedar River Municipal Watershed.

WDFW shall manage the use, and allocation of the Residences by and to its employees pursuant to the provisions contained herein and the broader Memorandum of Agreement for the Operation of the Cedar River Sockeye Salmon Hatchery. WDFW shall (i) comply with the following provisions; and/or (ii) ensure that the following conditions are met by the tenants, including

ensuring that tenants are provided notice of and have acknowledged the tenant obligations as hereafter stated, whichever the case may be:

1. WDFW will perform a needs evaluation according to the provisions of WDFW Policy #POL-M1801 to demonstrate that on-site employee residency is essential to proper operation of the hatchery facility. A copy of this evaluation will be provided to SPU.
2. Residences and surrounding yards shall be maintained in good condition at all times. Each employee/tenant shall endeavor to maintain the residence in good condition and that the tenant shall at all times be responsible for maintaining the residence and surrounding yard area in a neat, clean and sanitary condition. In the event that repairs or replacements are necessary, they should be brought to the attention of the WDFW Senior Fish Hatchery Specialist immediately. Specific responsibilities for maintenance of the residences and associated yards are assigned in the attached Table E-1: Residence Maintenance Responsibility Assignment. Tenant assigned residence and yard maintenance will not be done on state time unless it does not interfere with other station duties and responsibilities. If it is determined by the appropriate supervisor that the tenant cannot physically perform yard maintenance activities, i.e., an employee on extended annual leave, sick leave, or other similar or related circumstances, the appropriate supervisor may determine to conduct yard maintenance activities on state time.
3. WDFW tenant employees, their families and visitors agree to abide by the watershed access policies established in the Cedar River Water Quality and Protection Regulations (Attachment D), when in the Cedar River Watershed, e.g., on the 50 Road south of the Cedar River.
4. Prior to obtaining unescorted access to SPU facilities and issuance of SPU Security Access Identification (SAID) Card and/or keys, WDFW employees will undergo a one-time SPU background check. Vetted WDFW employees will be issued security access cards and may be issued mechanical keys, which will afford them 24-hour access to the on-site residences and fish hatchery as well as other parts of the Landsburg facility. Family members living on site will be issued security access cards allowing 24-hour access to the on-site residences without being required to undergo a background check. At no time are family members, or friends of WDFW employees, allowed to enter into the Landsburg Diversion and Treatment area as shown on the attached Landsburg Security Area Site Map, or the Cedar River Watershed. Lost keys and/or security access cards shall be reported to the WDFW Senior Hatchery Specialist, who in turn will immediately notify the SPU Landsburg Mitigation Manager. Loaning SPU security access cards to anyone is prohibited.

5. Failure by WDFW employees, and/or their families, to comply with established SPU security policies and procedures may result in revocation of their access.
6. Each WDFW employee tenant shall be responsible for checking the operation of alarm systems in their residence. Any mechanical failure of the alarm shall be reported to the WDFW Senior Hatchery Specialist who will ensure that the failure is reported to the appropriate SPU contact for repairs as soon as possible.
7. WDFW and tenants are responsible for the conduct of their visitors.
8. Only specifically approved and designated WDFW employees may enter the Landsburg Diversion and Treatment Area adjacent to the hatchery site. Such persons will strictly adhere to all security protocols when entering the area. All other residents are restricted from access into any other areas of the closed Cedar River Municipal Watershed, including the Landsburg Diversion and Treatment Area, without the written permission of authorized SPU authorities.
9. Upon assignment of an employee to a vacant residence, but prior to occupancy, the WDFW Regional Hatchery Operations Manager or his/her designee, in association with the SPU Project Manager or his/her designee and the employee shall carry out a thorough inspection of the residence, utilizing the *Fish and Wildlife Housing Inspection Form*. Upon completion of this inspection, all three persons participating in the inspection shall sign the form and, in so doing, establish the current condition of the residence. After an inspection, an electronic copy of the completed inspection form will be provided to SPU.
10. Each employee and family member living in the residences must respect the privacy and personal property of other hatchery site residents. Each family will be responsible for their children and pets to see that they do not play in work areas or other unauthorized locations.
11. No structural changes and/or improvements to the Residences or surrounding yards may be implemented without the express written consent of the SPU Landsburg Mitigation Coordinator. This includes, but is not limited to interior and exterior fireplaces, decks and patios, fences, garage areas or other physical, changes including major changes to yard and landscaped areas such as adding plantings and/or removal of shrubs and trees.
12. Pets will be limited to a maximum of two pets (dogs/cats) per residence. Dangerous breeds of dogs are not allowed, consistent with WDFW policy. Additionally, no livestock or farm animals will be allowed at the Cedar River Sockeye Hatchery facilities

and associated residences. Tenants with pets will be responsible for keeping pets from causing conflict with neighbors, the general public and work activities at the Hatchery or within the Watershed. Within the Cedar River Municipal Watershed boundary, leashed pets are allowed only within the designated Hatchery Facility Grounds, the Landsburg Park, and 9 road corridor between the Residences and Landsburg Park. Tenants will carry their SPU issued SAID access card at all times when walking or driving along the 9 road to the Landsburg Park. Pet owners will promptly pick up and properly dispose of pet waste. Pets are not allowed to roam freely about the site and must be accompanied by the pet owner. The tenants will be held liable for damage to property incurred by any pet. The tenants will be held liable for any injury to other employees and/or their family members, as well as any visitors whether or not those visitors are within the designated hatchery site.

13. Occupancy of residences shall be limited to a single family per residence. Guest staying longer than 30 days must be approved by the WDFW Regional Hatchery Operations Manager and that approval will be communicated to the SPU Landsburg Mitigation Coordinator.
14. No adhesive backed material (e.g., contact paper, appliques, wallpaper, etc.) should be affixed on any surface in the residence.
15. Employee tenants shall pay prorated monthly utilities bills based on the square footage for each residence.
16. All refuse will be managed according to hatchery facility policies and in a manner that does not create an attractant for scavenging wildlife.
17. Malicious or willful destruction of property or residence will not be tolerated and the offending tenant shall be subject to having their access revoked and prosecution.
18. The WDFW Hatchery Manager, or designee, and the SPU Landsburg Mitigation Coordinator, or designee, accompanied by tenant, shall perform a formal inspection of each residence at least once each calendar year. The tenant shall be given a minimum of two working days' notice prior to the inspection and the inspection shall be scheduled during the employee/tenant's normal workday. Residence conditions shall be noted and documented in detail on the WDFW Form titled "Annual Housing Inspection Report." The form shall be signed by the tenant and persons conducting the inspection. Upon annual inspection, an electronic copy of this form will be provided to SPU.

Upon vacating a residence, the WDFW Regional Hatchery Operations Manager or designee, and the SPU Aquatic Resources Manager, accompanied by the vacating tenant,

will inspect the residence, Utilizing the Fish and Wildlife “Housing Inspection Form”, prior to the tenant’s departure. Upon completion of the inspection, the inspecting authorities and vacating employee shall sign the form. The purpose of this inspection is to assure that the residence and surrounding property are in good condition and full working order. Damage above normally acceptable wear will be corrected through repair or replacement; the expenses incurred shall be borne by the vacating tenant. Upon inspection, an electronic copy of this form will be provided to SPU.

19. Residences shall not be used to engage in any activity normally and reasonably defined as illegal. If such activities are discovered and proven, the tenant will be subject to immediate removal from the residence and their access to the hatchery site will be revoked.
20. Failure to adhere to these written responsibilities may result in disciplinary action.
21. In the case of emergency, no notice is required for responders to enter the residence.
22. If a common gardening area is available, all on-station personnel shall have the opportunity to an equal share of its use. The Regional Hatchery Operations Manager in consultation with the SPU Landsburg Mitigation Coordinator shall determine if applicable and define area(s) to be classed as common garden areas.
23. All tenants are subject to and responsible to meet and comply with all established WDFW Housing Policies and Procedures.
24. SPU and WDFW recommend tenants investigate and consider the purchase of additional “Renters Insurance” for the potential damage and/or loss of personal property while residing in Cedar River Sockeye Hatchery Housing.
25. In the event of a termination of any tenant by WDFW for any reason, including resignation, retirement, or Reduction-In-Force, WDFW shall simultaneously issue a thirty (30) day notice to vacate, and if tenant fails to timely vacate, WDFW shall take all commercially reasonable steps to evict the tenant.

WDFW shall be responsible for tenant compliance with the above specified conditions. Should any tenant fail to comply with any of the above stated conditions, WDFW shall promptly notify SPU. In the event that the failure to comply continues, or the breach of conditions warrants termination of the use of the Residences, or the residence, in SPU’s discretion, WDFW shall promptly provide a thirty (30) day notice to vacate to the tenant(s) at issue. If the tenant(s) fail to timely vacate, WDFW shall take all commercially reasonable steps to evict the tenant.

Table E-1 : Residence Maintenance Responsibility Assignment

MAINTENANCE RESPONSIBILITY		LMA Hatchery Budget	
		WDFW	SPU
RESIDENCES (Houses and attached Garages)	Housing Tenant		
Asphalt Roof Shingles			
-Repair/maintenance			X
-Moss treatment		X	
-Remove leaves/small storm debris	X		
-Cleaning gutters	X		
Exterior Siding, Decks, Porches			
-Major repairs, repaint			X
-Routine cleaning/minor repairs	X		
Sectional Overhead Doors (Garage Doors)			
-Repairs/maintenance			X
-Routine cleaning minor repair	X		
Vinyl Windows			
-Repair/replace			X
-Routine cleaning/minor repair	X		
Flooring (Vinyl and Carpeting)			
-Replacement			X
-Floor/Carpet routine cleaning	X		
Appliances (Stove and Hood, Refrigerator, Clothes Washers, Dish Washer, etc.)			
-Clean/minor repair	X		
-Scheduling service or repair	X		
-Major repair/ replace			X
Furnishings (Window Coverings)			
-Routine cleaning	X		
-Repair or replace			X
Interior Finishes (Paint, other)			
-Repaint, refinish			X
-Routine cleaning, minor repairs/touch-up	X		
Domestic and Service Water Piping			
-Scheduling repairs/maintenance	X		
-Repairs			X
Electric Water Heaters			
-Scheduling repairs/maintenance	X		
-Major repair or replace			X
Sanitary Waste			
-Schedule service and maintenance	X		
-Pump septic system			X

MAINTENANCE RESPONSIBILITY		LMA Hatchery Budget	
RESIDENCES (Houses and attached Garages)	Housing Tenant	WDFW	SPU
Plumbing Fixtures			
-Routine cleaning/minor repairs	X		
-Scheduling major repairs	X		
-Major repairs			X
Heating and Ventilating (Furnace and Fans)			
-Replace filters, minor repairs to vents, etc.	X		
-Scheduling service/repairs	X		
-Major repairs			X
Electrical Panels (repair)			X
Interior and Exterior Lighting			
-Repairs			X
-Replace bulbs	X		
Fire Alarm and hatchery flow alarms			
-Scheduling repairs		X	
-Change smoke detector batteries	X		
-Replace smoke detectors		X	
-Major Repairs			X
Communication Lines (Phone, Cable, Security Gate Controls and Intercoms)			
-Install telephone handset, TV and household internet	X		
-Maintain security gate controls			X
Exterior Improvements (Trees, Shrubs, Ground Covering)			
-Normal care (mowing, weeding, pruning, etc)	X		
-Scheduling major care	X		
-Tree removal and other major care			X

LANDSBURG SECURITY AREA OVERVIEW DESCRIPTION

The authority for all security and access ownership decisions surrounding this area resides with the Water Resources Section Manager, currently Paul Faulds. SPU has defined the following described area (as shown, outlined in bold red, on the attached map) as the official Landsburg Security Area:

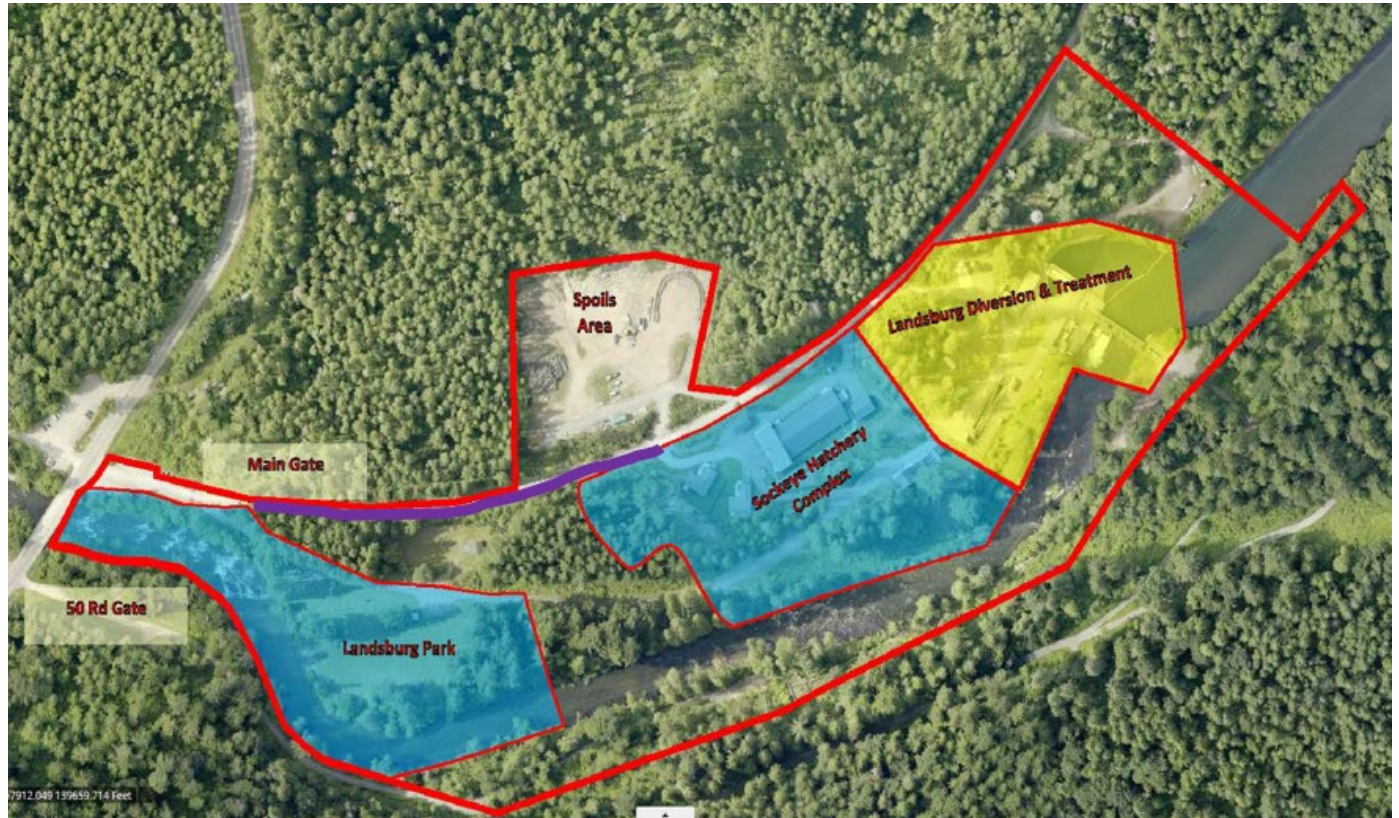
- i. From the NW corner of the Landsburg Main gate parking area running eastward along the northern boundary of the 9 Road (aka "Landsburg Entrance Rd) and then;
- ii. around the outside boundary of the Landsburg Staging and Spoils area, and then;
- iii. along the northern boundary of the 9 Road to the Cedar River Watershed 9 Rd Entrance gate, and then;
- iv. along the eastern boundary of the storage yard area east of the forebay to the Cedar River, and then;
- v. across the Cedar river to the forested area immediately east/northeast of the

- Sockeye Hatchery Pump Assembly #1, and then;
- vi. traveling southwest along the south edge of the pump assembly access road/trail, and then;
 - vii. around the south side of the former “interim hatchery area” and Spring Pond, and then;
 - viii. along the foot of the slope immediately south of the Sockeye Hatchery Pump Assembly #3 water supply conveyance pipeline, and then;
 - ix. along the foot of the slope to the intersection of the Cedar River Watershed 50 Rd and the Pump Assembly #3 access road, and then;
 - x. along the south bank of the Cedar river to the crossing of the Summit-Landsburg Rd (Hwy), and then;
 - xi. across the Cedar River immediately east of the Hwy bridge to the point of origin at the Landsburg Main gate parking area.

The level of security protection is not the same for all facilities/areas of the Landsburg Complex. Thus, the overall Landsburg Security Area is divided into “security zones” or sub-areas. There are four distinct sub-areas depicted:

- 1. Landsburg Raw Water Diversion and Treatment Area (incl. Fish Ladder)
- 2. Cedar River Sockeye Hatchery Complex
- 3. Landsburg Park
- 4. Landsburg Misc. Grounds (all areas not included in the above three)

The area in SPU ownership, but outside of the Landsburg Security Area, as defined above, is considered the Cedar River Watershed, e.g., the 50 Road.



Landsburg Security Area Site Map. Purple line indicates 9 road walking corridor between Hatchery Complex and Landsburg Park.

**LANDSBURG MITIGATION AGREEMENT
for the
FISH MIGRATION BARRIER AT THE LANDSBURG DIVERSION DAM**

Between

The City of Seattle

and

**The State of Washington, Acting Through Its Governor;
and the Department of Fish and Wildlife**

and

**The United States Department of Commerce,
National Marine Fisheries Service**

and

**The U.S. Department of the Interior,
Fish and Wildlife Service**

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EXHIBIT A: LANDSBURG MITIGATION AGREEMENT COST
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A. GENERAL TERMS AND CONDITIONS

1. The Parties

This Landsburg Mitigation Agreement ("LMA") is entered into by and between the City of Seattle ("the City"), a municipal corporation; the State of Washington, acting through its Governor; and the Washington State Department of Fish and Wildlife ("WDFW"); the United States Department of Commerce, National Marine Fisheries Service ("NMFS"); and the Department of the Interior, Fish and Wildlife Service ("FWS"). For purposes of this LMA, the term "Parties" refers collectively to the City, WDFW, NMFS, and FWS. The terms of this LMA shall be binding upon the respective successors or assigns of each Party.

2. Purpose and Scope

a. The City operates a municipal water supply diversion dam which has blocked approximately 12.4 miles of formerly accessible mainstem anadromous fish habitat on the Cedar River since the turn of the century. In addition, the City is responsible for managing the forest lands that constitute the entire sub-basin for this reach of river. Due to its present high quality condition and the City's commitment through its Cedar River Watershed Habitat Conservation Plan ("HCP") to manage the surrounding riparian and upland forest as an ecological reserve, the 12.4 miles of mainstem fish habitat plus associated tributary fish habitat between Lower Cedar Falls and the Landsburg Dam represents one of the most significant potential freshwater refuges for anadromous fish in our region.

The City cannot allow fish passage to compromise drinking water quality or risk public health. Concern for the water quality effects of post-spawning fish carcasses has been a primary constraint on the decision of which anadromous fish, if any, could be allowed to pass above the water intake. Microbial and nutrient increases caused by the presence of decaying carcasses upstream of the water supply intake could adversely affect drinking water quality. However, the City recognizes the value of the highly protected habitat above the diversion dam for anadromous fish and proposes selective fish passage that is compatible with protection of drinking water quality. For species and/or circumstances in which fish passage must be limited or precluded, the City proposes various levels of funding to support alternative forms of mitigation. In addition, the Parties recognize that fish habitat in the lower Cedar River downstream of the City's ownership boundary has been fundamentally degraded by rerouting, land development, bank armoring, and regulation of stream flows, but that many opportunities exist for habitat restoration downstream of Landsburg.

In the past, strong concerns have been expressed by the City and by state and federal drinking water regulators about the human health risks associated with the passage of large numbers of salmon into the municipal water supply above the Landsburg diversion dam. Spawning carcass biomass (and therefore relative run

size) is an important factor when considering the impact of anadromous fish reintroduction above Landsburg.

The City conducted a careful analysis of the potential impact of salmon spawning carcasses on drinking water quality. This assessment showed that, while passage of the mass-spawning sockeye above the water intake would compromise drinking water quality and public health, passage of coho, chinook, and steelhead above the intake was unlikely to present drinking water problems as long as the potential impacts of such passage on drinking water are carefully monitored, and as long as passage can be controlled if any significant problems develop.

b. The primary objectives of this mitigation agreement are to (1) Implement biologically sound, short and long term solutions that help provide for the recovery and persistence of healthy, harvestable runs of sockeye, coho, and chinook salmon and steelhead trout in the Cedar River; (2) Maintain a safe, high quality drinking water supply; (3) Implement restoration alternatives that have a high likelihood for success and that provide substantial value for target resources; (4) Provide fish passage over the Landsburg Diversion Dam, consistent with water quality protection, that is coordinated with run recovery, biological need, water supply operations, and facility maintenance requirements; (5) Coordinate with and support other compatible fish protection and restoration activities in the basin to maximize total benefits to fisheries resources within an ecosystem context; and (6) Design restoration measures in a manner that satisfies any mitigation obligations the City may have for the Diversion Facilities (as defined in A.2.c.) as defined by existing state and federal law and pursuant to City ordinance and initiatives.

c. The City commits, as specified in this agreement, to long-term measures to help restore anadromous fish runs and mitigate for the blockage at Landsburg Dam, including fish passage for coho, chinook, and steelhead; artificial production facilities as alternative mitigation to passage for sockeye; and habitat restoration below Landsburg Dam. In other agreements which, like this one, are part of the City's Cedar River Watershed Habitat Conservation Plan under the federal Endangered Species Act, the City addresses streamflows and habitat protection and rehabilitation above Landsburg Dam. In particular, the City commits to provide for the planning, design, construction and operation of fish passage and production facilities as specified in sections B through E. The term "Diversion Facilities" refers to the City's Landsburg Diversion Dam and water supply intake, and the water supply pipeline crossing at river mile 21.4 of the Cedar River, plus all appurtenant pipelines and related structures, as these facilities presently exist or may hereafter be reconstructed. Changes to the Diversion Facilities or to other facilities in the City's water supply system shall not change the Parties' commitments set forth in this LMA.

d. The Parties agree that the City's compliance with the obligations contained in this LMA, as specified herein, shall, during the term of

this agreement, fully satisfy any responsibilities that each Party may contend the City has under existing state and/or federal law with respect to mitigation for the blockage of fish passage at Landsburg and the provision of fish guards (screens) on the water intake at the Diversion Facilities. The LMA does not include instream flows, which are addressed by a different agreement.

e. There is established a Cedar River Anadromous Fish Committee ("the Committee" or "CRAFC") to aid in communication among the Parties and to advise the City concerning implementation of this agreement. The membership and role of this group is further described in section F of this agreement. The Committee shall be formed and begin operation not later than ninety (90) days after the Effective Date of this agreement.

3. Effective Date

This LMA shall become effective on the first day after both of the following conditions have been met ("Effective Date"):

- a. all Parties sign the LMA, and
- b. the City, USFWS, and NMFS sign an Implementation Agreement ("IA") for the HCP.

4. Term

The term of this LMA shall be 49 years beyond the end of HCP Year 1, as defined in subsection A.8, subject to extension upon written agreement of all Parties.

5. Amendment

This LMA may be amended by mutual agreement of all Parties. Any amendment shall be in writing and signed by all Parties.

6. Funding and Accomplishment of Work

a. The City agrees to make available for LMA implementation the full amounts of money specified in Exhibit A (totaling \$36,927,000) for each of the four Cost Categories of (1) "Coho, chinook, and steelhead mitigation," (2) "Sockeye mitigation," (3) "Coho, chinook, and steelhead research and monitoring," and (4) "Sockeye research and monitoring." This commitment applies regardless of whether cost savings are achieved on individual activities. Except as provided in section B.2.a, the City will not be required to exceed these cost caps for each of these Cost Categories, unless it agrees to do so through a written amendment, or the Parties have agreed to extend the term of this agreement as provided for in A.4. Exhibit A, attached to this agreement and incorporated by reference, shows the maximum expenditures

which could be required of the City under this agreement, for each HCP year. Unspent funds from previous years can be carried over and added to annual maximums in succeeding years. Amounts actually spent in any given year will vary depending on the progress of various activities.

b. All dollar amounts in this LMA are represented in 1996 dollars. These figures will be adjusted annually each full year after 1996 for inflation or deflation, based on the "Consumer Price Index for All Urban Consumers" published by the Bureau of Labor Statistics of the U.S. Department of Labor. If this index is discontinued or becomes unavailable, a comparable index will be designated by the Parties. The inflation adjustment established in this subsection shall also apply to the caps on City-initiated fund transfers established in subsection A.7, below.

c. Except as otherwise provided in this agreement, and subject to applicable laws and regulations, the City retains authority to determine how LMA activities will be accomplished, including who will conduct the actual work. However, the City will consider cooperative agreements with any of the Parties as a means of accomplishing some activities, including the use of the Parties' staff, as allowed under law. The City does not, by this provision, assert authority to establish targets, timing, or location for releasing, planting, or placing fish in state waters from any production facility.

d. All Parties shall support the efficient and effective use of funds to accomplish the goals, objectives, and elements of the LMA within the overall cost cap and fund transfer limitations described below.

e. Nothing contained in this agreement is intended to prevent the Parties from adding additional features to a facility, or otherwise improving its functioning for the long-term benefit of fish resources, through cost sharing or similar arrangements.

7. Transfers of Funds

Unless otherwise specified in this agreement no transfers of funds between the Cost Categories identified above in subsection A.6.a. may occur without a written amendment to this agreement (e.g., City can't transfer funds from "sockeye mitigation" to "coho, chinook and steelhead mitigation"). However, the City shall have authority to make transfers of funds among activities within each of the four Cost Categories (e.g., City can transfer funds within "sockeye mitigation" cost category from interim mitigation to hatchery construction), provided such transfers (1) do not exceed \$50,000 for capital (construction) projects or \$15,000 for operating activities; (2) don't exceed more than three transfers per year in any one cost category; (3) are described in annual reports to the Committee; (4) do not affect the City's ability to accomplish agreed-upon elements of the HCP; and (5) do not compromise the overall purposes and objectives of the HCP, including the LMA. Transfers of funds greater than

\$50,000 (capital) or \$15,000 (operating) within each Cost Category can be made only with agreement of all Parties.

8. **Convention Adopted for Schedule Commitments**

The schedule commitments in this LMA are expressed in terms of HCP Years. "HCP Year 1" shall mean the period between the Effective Date and the end of the following full calendar year. "HCP Year 2" and all succeeding HCP Years shall coincide with the calendar years that follow the end of HCP Year 1.

9. **Resolution of Disputes**

a. The Parties recognize that disputes concerning implementation of this LMA may arise from time to time. It is the intention of the Parties to work together in good faith to resolve any such disputes through the procedures set forth below. Although the Parties prefer the use of alternative dispute resolution to the extent practicable, it is not a prerequisite to initiation of judicial proceedings as provided for under A.12.

b. Any Party wishing to resolve a dispute under this LMA shall notify the other Parties by setting forth its position in writing, including a specific description of the situation it wishes to address, the reasons why it believes certain actions or conditions constitute a violation of the LMA (if that is the contention), and the action it wishes the Parties to take. Any other Party may submit to all of the Parties a written response within 30 days.

c. Following this exchange of written statements, any Party through a policy-level administrator may invoke review of the dispute by contacting other Parties' policy-level administrators and arranging for a suitable telephone or in-person conference.

d. In the event that the policy-level administrators fail to resolve the dispute, any Party may request mediation, which shall take place only if agreed to by all of the Parties. The mediator shall be selected by the Parties within 10 days of the request, and the process concluded within an additional 30 days, unless the Parties otherwise agree. Costs shall be shared equally by all Parties.

10. **Force Majeure**

a. The term "force majeure," as used in this document, means events that are beyond the reasonable control of, and that did not occur through the fault or negligence of, the City or any entity controlled by the City, including its contractors and subcontractors to the extent they are carrying out authorized activities, including but not limited to: acts of God; sudden actions of the elements, including fire; or actions of Congress, the Washington State Legislature, federal or state agencies or courts, or an action of a local jurisdiction

other than the City that prevents the City from performing its obligations under the terms of this agreement.

b. Force majeure procedures. In the event that the City is wholly or partially prevented from performing obligations under this agreement because of a force majeure event, the City will be excused from whatever performance is affected by such force majeure event to the extent so affected, and such failure to perform will not be considered a material breach of this agreement, provided that

(1) the City uses its best efforts to avoid and mitigate the effects of any delay;

(2) the suspension of performance is of no greater scope and no longer duration than is reasonably required by the force majeure;

(3) the City notifies the Parties orally within a reasonable time (normally not to exceed 48 hours) after becoming aware of any event that the City contends constitutes a force majeure, and in writing within seven (7) calendar days after the event. Such notice will: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures; and

(4) when the City is able to resume performance of its obligations, it provides the Parties written notice to that effect.

11. Termination by the City

The City may voluntarily terminate this agreement, provided it gives all other Parties written notice of its intent to terminate, explaining its reasons therefor, at least two years in advance of termination, and provided further that no such notice may be given in advance of the end of HCP Year 4.

12. Remedies

Each Party shall have all remedies otherwise available in equity, including specific performance, to enforce the terms of this agreement. No Party shall be liable in damages to any other Party or other person for any breach of this agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this agreement, or any other cause of action arising from this agreement.

B: INTERIM MEASURES FOR STEELHEAD TROUT, AND COHO, CHINOOK, AND SOCKEYE SALMON

1. General

The City will make available the sum of \$1,744,000 for the implementation of interim mitigation measures as described in this section B for the four anadromous fish species (\$720,000 for steelhead trout, coho and chinook salmon mitigation, and \$1,024,000 for sockeye salmon) until long-term mitigation measures are in place. The specific measures, implementation schedules, and cost scheduling will be as identified below unless modified by agreement of the Parties.

2. Interim Measures for Steelhead Trout, and Coho and Chinook Salmon

a. The City will provide up to \$90,000 per HCP year for interim mitigation measures for steelhead trout, and coho and chinook salmon, beginning in HCP Year 1 and continuing until the end of HCP Year 8. In the event that completion of construction of any of these facilities is delayed beyond the end of HCP Year 8, the provisions of section C.2.c, C.3.c, and C.4.c shall govern continued mitigation measures. Notwithstanding any other provision of this agreement, if interim mitigation must be continued beyond HCP Year 8 for one or more of these facilities, the differential cost of continuing such interim mitigation, over what would otherwise be the cost of operating the permanent facilities, shall not be charged against the overall HCP cost cap, but shall be borne by the City independently of such cost cap.

b. The interim mitigation funds shall be used, with agreement of all Parties, to accomplish the following: i) fund the implementation of life history, genetic, demographic and/or ecological studies to fill critical information gaps; ii) implement emergency supplemental production programs designed to help sustain and rebuild the populations in a manner that helps ensure their long-term reproductive fitness, and capacity to adapt to changing environmental conditions; and/or iii) other measures deemed appropriate by the Parties to achieve the objectives of the LMA. If the Parties fail to agree on the form of interim mitigation within two years of initiating discussion of the issue, then the City shall spend the funds for fish habitat acquisition, restoration, or enhancement within the Lake Washington Basin.

3. Interim Measures for Sockeye Salmon

The City will provide up to \$256,000 per HCP Year for interim sockeye mitigation. Unless otherwise agreed to by the Parties, this funding is dedicated to the operation of the existing interim sockeye salmon hatchery facility at Landsburg, beginning in HCP Year 1 and continuing until the end of HCP Year 4

or until the proposed new hatchery facilities are completed, whichever is sooner, and subject to the provisions of D.2.f. The interim sockeye hatchery is owned by the City, which will remain responsible for assuring its continued operation, as required by the terms of this agreement. The facility will be operated by WDFW pursuant to a Memorandum of Agreement from July 1998 until July 2003. In the event that the replacement hatchery is not constructed by July 2003, the City will operate the hatchery, enter into a MOA with WDFW, or contract with another party to operate the hatchery.

C. LONG-TERM MEASURES FOR STEELHEAD TROUT, AND COHO AND CHINOOK SALMON

1. General

a. The Parties wish to enable anadromous fish to fully utilize the river habitats above Landsburg Dam, insofar as possible without negatively impacting safe drinking water. The City conducted a careful risk assessment of potential salmonid passage over Landsburg Dam and determined that, while passage of the mass-spawning sockeye above the water intake would compromise drinking water quality and public health, passage of the much less numerous coho, chinook, and steelhead above the intake was unlikely to present drinking water problems as long as the potential impacts of such passage on drinking water are carefully monitored, and as long as passage could be limited if any problems occur. Therefore, as further specified in Exhibit A, the City will provide up to \$8,178,000 for the design, permitting (including any construction mitigation), construction, and operation of fish passage and protection facilities as described in subsections C.2 through C.4. Such expenditures, as well as the dates for initiation or completion of the activities specified below, are subject to the City's ability to obtain any necessary permits and to successfully complete any requisite review process under the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA) within the cost schedules and time frames described in this section C.

b. Notwithstanding other provisions of this agreement, the City will create a special Design Contingency Fund of \$583,000 in addition to the amounts specified in the HCP Cost Categories. This contingency amount is in addition to the 20% contingency assumed in the conceptual design cost estimates. This Fund shall be made available for construction of any of the fish passage facilities identified below, in the event that the City determines, following a value engineering process at the 30% design phase, that such additional sums are needed to achieve the objectives of this agreement. Such funds shall not be available to fund any changes to facility designs that alter the intent of such facilities or expand their purposes beyond those stated in this agreement.

c. Once any one of the fish passage and protection facilities described in subsections C.2 through C.4 is completed, the City will provide up to

\$50,000 per year to operate and maintain said facilities, for each year of operation for the duration of this LMA. Money for this activity is included in the total identified in subparagraph C.1.a.

d. The Parties will agree on facility design, construction, and operation, with advice from the Committee as provided in section F.

e. Once fish passage facilities are completed, all native fish species in the Cedar River, with the exception of sockeye salmon, will be allowed access to the municipal watershed through the fish ladders, as provided herein. The City will allow up to a total biomass of 46,500 pounds (e.g. about the equivalent of 1,000 chinook and 4,500 coho salmon) of adult chinook and coho salmon per year to pass into the habitat above the Landsburg Diversion Dam, provided the City has determined such action does not pose a risk to drinking water quality and public health. There will be no limit on passage of naturally produced steelhead trout. The City will monitor the effects of fish passage on drinking water quality and may increase or decrease the numbers of fish passed, based on the results of such monitoring, as described in subsection E.2. Prior to instituting measures to decrease fish passage, the City will select and consult with one or more independent experts, who will evaluate the situation and the available options, and will prepare a report with a recommendation as to whether fish passage can occur without posing a risk to drinking water quality and public health. The City will review the report with the Committee, and will provide an explanation for its decision regarding fish passage. In the event that the City decides to limit the numbers of fish allowed to pass above the diversion, it will do so pursuant to section E.2.e.

f. If, prior to construction of any of the fish passage and protection facilities provided for in this section, the City determines that it is unable to obtain the necessary permits, it shall so advise the Parties. If, after consultation with the Committee, all of the Parties agree that alternative mitigation should be pursued in lieu of one or more of the proposed facilities, then the City will commit remaining construction, operation, and monitoring funds, at a level, and according to a schedule that does not exceed the total of its original commitments, to alternative mitigation. In the event that the Parties cannot agree on alternative mitigation by two years after they begin deliberations on the subject, these monies shall be spent by the City for fish habitat acquisition, restoration, or enhancement within the Lake Washington Basin. Obligations for interim mitigation funding under subsections C.2.c, C.3.c, and C.4.c shall cease upon initiation of such alternative mitigation.

2. Upstream Passage Facilities

a. The City will provide up to \$2,011,000 for the design, permitting (including any construction mitigation), and construction of upstream adult fish passage facilities at the Diversion Facilities.

b. The City will initiate design of upstream fish passage facilities immediately after the effective date of this agreement, with a target date for completing construction by the end of HCP Year 3, dependent on successful completion of permitting and environmental review.

c. If, due to a force majeure event or the City's inability to successfully complete any required environmental review or obtain the necessary permits, construction activities are not completed by the end of HCP Year 8, the City will provide interim mitigation funds at a rate of up to \$30,000 per year (1/3 the amount of the total annual interim mitigation funds for steelhead, coho and chinook), pro-rated in proportion to the fraction of each year that elapses between the beginning of the HCP year and the date construction is completed. This extended interim mitigation will cease in the event that the Parties decide that alternative mitigation be pursued, as provided for in C.1.f.

3. Downstream Passage Facilities

a. The City will provide up to \$958,000 for the design, permitting (including any construction mitigation), and construction of downstream fish passage facilities at the Diversion Facilities.

b. The schedule for design and construction of downstream passage facilities shall be the same as for upstream passage facilities, as described in subsection C.2.b.

c. If, due to a force majeure event or the City's inability to successfully complete any required environmental review or obtain the necessary permits, construction activities are not completed by the end of HCP Year 8, the City will provide interim mitigation funds at a rate of up to \$30,000 per year (1/3 the amount of the total annual interim mitigation funds for steelhead, coho and chinook), pro-rated in proportion to the fraction of each year that elapses between the beginning of the HCP year and the date construction is completed, or until the Parties decide that alternative mitigation be pursued, as provided for in C.1.f.

4. Fish Screening Facilities

a. The City will provide up to \$2,859,000 for the design, permitting (including any construction mitigation), and construction of screening facilities to minimize any entrainment of juvenile salmonids into the City's drinking water intake at the Diversion Facilities and to transport juvenile fish safely from the area upstream of the screens back to the river downstream of the diversion dam.

b. Design of these facilities will be initiated immediately after the effective date of this agreement, with a target date for completion by the end of HCP Year 3, dependent on successful completion of permitting and environmental review.

c. If the construction of the fish screening facilities has not been completed by the end of HCP Year 8, the City will provide interim mitigation funds at a rate of up to \$30,000 per year (1/3 the amount of the total annual interim mitigation funds for steelhead, coho and chinook), pro-rated over the fraction of each year that elapses until such time as construction is completed. This extended interim mitigation will cease in the event that the Parties decide that alternative mitigation be pursued, as provided for in C.1.f.

D. LONG-TERM MEASURES FOR SOCKEYE SALMON

1. General

a. To minimize and mitigate any long-term effects of the migration barrier created by the Diversion Facilities on sockeye salmon, the City will provide up to \$23,347,000 for the design, permitting (including construction mitigation), construction, and operation of a sockeye hatchery to replace the interim hatchery at Landsburg (as described in subsection D.2) and for habitat restoration and/or protection in the lower Cedar River (as described in subsection D.3). Such expenditures, as well as the dates for initiation or completion of the activities specified below, are subject to the City's ability to successfully complete the requisite review process under the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA) and obtain any necessary permits within the cost schedules and time frames described in this section D.

b. The Parties, in consultation with the Committee, will oversee the long-term sockeye mitigation program, including design, construction, and operation of the replacement hatchery, including reviewing monitoring results and making adjustments in the program as necessary to meet program objectives, as described in Part E. The Parties will ensure that a comprehensive public involvement and environmental review process for the long-term hatchery program is carried out prior to the end of HCP Year 3, when the Parties will make final decisions regarding the design, capacity, operating guidelines, and adaptive management features of the program. This process will be paid for by the City, subject to the provisions of section A.6. Once the Parties have approved the capacity, design, operating guidelines, and adaptive management program, the City will arrange for the construction of the replacement sockeye hatchery, and will own the hatchery. The City will operate or contract with WDFW and/or another party to operate the replacement hatchery during the term of this agreement. Operations will be conducted pursuant to the monitoring and adaptive management provisions of section E, as well as other terms of this agreement.

c. If at any time all Parties to this LMA agree that the replacement sockeye hatchery is no longer appropriate, then the City will commit

any remaining construction, operation and/or monitoring funds to alternative mitigation at a level and according to a schedule that does not exceed the total of its original funding commitments for the sockeye fry production program. The form of the alternative mitigation shall be as agreed by the Parties, but in the event that no agreement is reached by two years after the Parties begin deliberations on the issue, the City shall spend any remaining funds for fish habitat acquisition, restoration, or enhancement in the Lake Washington Basin.

2. Replacement Sockeye Hatchery

a. The City will provide a maximum of up to \$7,678,000 for the design, permitting (including construction mitigation), and construction of a replacement sockeye salmon hatchery, and associated broodstock collection and fry release facilities capable of producing up to 34,000,000 sockeye fry per year. These facilities are described more fully in section 4.3 of the HCP. In the event that the City is able to construct these facilities at a lower cost, the remaining funds may be spent for the benefit of any or all anadromous fish species as determined by the Parties, notwithstanding any other provision of this agreement, including section A.7.

b. As part of the planning and design phase for the sockeye hatchery in HCP Years 1 through 3, the City will make available up to \$200,000 to support development and evaluation of measures to improve sockeye broodstock collection practices. Development and evaluation of these measures will be overseen by the Parties, in consultation with the Committee, in an effort to improve the degree to which the interim and long term broodstock collection practices will meet the dual objectives of: (1) capturing a sufficient number of brood fish in a manner that helps insure the long term reproductive fitness, genetic diversity and adaptive capacity of the Cedar River sockeye population; and (2) avoiding and minimizing potential detrimental impacts on naturally reproducing salmonids in the Cedar River.

c. In HCP Year 1 the City will provide \$32,000 for the development of guidelines to direct the design, construction, operation and monitoring phases of the sockeye fry-production program, as further described in subsection E.3.b.

d. Design of the replacement sockeye hatchery will be initiated by the City in HCP Year 1. After completing the review process described in subsection D.1.b, the Parties shall agree in Year 3 as to the design, capacity, operating guidelines, and adaptive management program, developed pursuant to subsection E.3.b. The replacement hatchery facilities will be operational by September 1 of HCP Year 5, dependent on timely completion of permitting and environmental review.

e. Once the replacement sockeye hatchery is constructed, the City will provide up to \$300,000 per year to operate and maintain the facilities for

the term of this LMA. In the event that the City is able to operate these facilities at a lower cost, the remaining funds may be spent for the benefit of any or all anadromous fish species as directed by the Parties, notwithstanding any other provision of this agreement, including section A.7.

f. If, due to a force majeure event or the City's inability to successfully complete any required environmental review or obtain the necessary permits, the facilities have not been completed by September 1 of HCP Year 5, the City will continue to provide funding for the existing interim facility at a level of \$256,000 per year for each additional year beyond HCP Year 5 in which construction of the replacement hatchery has not been completed by September 1. In addition, the City shall make available an additional \$44,000 for each such additional year, for mitigation to be determined by agreement of the Parties. These additional expenditures will be subtracted from the remaining funds in this Cost Category, and the obligation for such expenditures will cease in the event that the Parties establish alternative mitigation measures pursuant to subsection D.1.c, above.

3. Lower Cedar River Habitat Restoration/Protection

The City will provide up to \$1,637,000 in HCP Years 2 through 5 to acquire, restore, and/or protect habitat for any or all anadromous fish, especially chinook salmon, in the lower Cedar River outside the City's current property ownership boundary as directed by the Parties, in consultation with the Committee. Any unspent funds may be spent in subsequent years. This money shall be in addition to any monies reallocated to habitat restoration/protection from other activities.

E. MONITORING AND ADAPTIVE MANAGEMENT

1. General

a. The Parties agree that mitigation measures contained in this LMA are intended to benefit the fishery resources of the Cedar River by protecting, improving and increasing available habitat and fish production. The Parties recognize the importance of monitoring mitigation measures and the conditions of the fish populations to assure that the purposes of this LMA and the HCP are met. The Parties also acknowledge that available information on certain complex ecological, genetic, and demographic processes is not complete. Therefore, the City, in cooperation with the other Parties, will sponsor and conduct certain studies, as specified in this section E, and act on the results as indicated to manage anadromous fish mitigation in an adaptive fashion. The Parties are committed to use adaptive management to address critical questions as they arise, and make changes in management based on the results of monitoring to meet the specific objectives of the program. The details of adaptive management

for the sockeye mitigation program will be developed prior to the review and decision described in subsections D.1.b and D.2.d.

b. Except as otherwise provided, changes in all major aspects of study planning, implementation, and coordination with other related studies shall, within the indicated cost constraints, be subject to the approval of the Parties, in consultation with the Committee, which shall meet as frequently as appropriate to address study requirements. The City shall use its best efforts to complete final study reports no later than one year after completion of the respective studies.

2. Evaluation of Fish Passage and Protection Facilities

a. Fish passage and protection facilities will be provided under this agreement to minimize any effects of the present migration barrier created by the Diversion Facilities on steelhead trout, and coho and chinook salmon. Subject to applicable permitting requirements, generally accepted standards and designs will be used to design, construct, and operate these facilities. To ensure that the mitigation measures are performing as intended, the City will provide the opportunity for the Parties to conduct a full final inspection of the completed facilities and will sponsor specified studies as described in this subsection E.2 to evaluate and monitor system performance.

b. The City will provide up to a total of \$110,000 during the first 12 years after completion of the upstream fish passage facilities at the Diversion Facilities to monitor the rate of adult fish passage, and to better understand run timing, the rate of passage, and the rate at which the populations recolonize previously blocked habitat.

c. Once the fish-screening facilities are constructed upstream of the drinking water intake, the City will provide up to a total of \$15,000 to perform hydraulic analyses to refine flow characteristics of the screens and demonstrate conformity with hydraulic parameters established by the Parties during the design of the facility.

d. The City will provide up to \$10,000 per year for a total of up to 6 years to measure the effects on drinking water of allowing anadromous fish above the Diversion Facilities. The first year of measurement will occur prior to the construction of the fish passage facilities to establish baseline parameters for selected water quality criteria. The remaining 5 years of measurement will be conducted in HCP Years 8, 10, 15, 20 and 25. If the results of the monitoring program indicate that the biomass of fish allowed to pass above the Diversion Facilities should be adjusted either upward or downward, based on drinking water quality or public health concerns, the City may act as provided in paragraph C.1.e, above, to establish new limits for fish passage. Under no circumstances will the number of fish passed above the Diversion Facilities be allowed to pose a risk to drinking water quality and public health.

e. If, to adequately protect drinking water quality, it becomes necessary to limit the biomass of adult fish allowed to pass above the Diversion Facilities below the biomass specified in C.1.e, the City will resume interim mitigation funding until such time as full fish passage can be restored. Under such circumstances, the City will provide up to \$30,000 per year for each species that must be limited, prorated in proportion to the reduction in coho and chinook biomass below the biomass specified in C.1.e. The Parties, in consultation with the Committee, shall agree on the form of such mitigation. If the Parties fail to agree on the form of such mitigation within two years of initiating discussion of the issue, then the City shall spend the funds for fish habitat acquisition, restoration, or enhancement within the Lake Washington Basin.

3. Evaluation of the Sockeye Fry-production Program

a. Several key objectives have been established for the sockeye fry-production program. First, the replacement sockeye hatchery should be designed to produce up to 34 million fry, unless the Parties determine that a lower production capacity is appropriate. Second, the program should be designed to produce fry that are equivalent in quality to those that are produced naturally. Third, the program should avoid or minimize detrimental impacts on the reproductive fitness and genetic diversity of naturally reproducing sockeye salmon populations in the Cedar River and Bear Creek subbasins. Fourth, the program should avoid or minimize detrimental ecological impacts on native salmonids throughout the watershed.

b. During HCP Year 1, the Parties, in consultation with the Committee and consistent with their respective authorities and other applicable laws, shall develop guidelines to govern the design, construction, operation, and monitoring phases of the sockeye fry production program. The guidelines will include procedures for developing and modifying annual production targets.

c. The Parties recognize that adaptive response to emerging issues is desirable in management of the hatchery, and therefore have established a monitoring program to evaluate hatchery operations. The Parties recognize further that circumstances may occur which could cause them to modify expected outcomes or which could result in an inability to achieve production objectives. The City shall not be responsible for such circumstances or the results thereof.

d. To further ensure that the program is successful, the City will provide up to \$3,473,000, as outlined in Exhibit A, to monitor the performance and potential impacts of the sockeye fry production program. Decisions regarding interpretation of monitoring results, alterations in the monitoring program, and alterations in production program operations will be made by the Parties, except as specified elsewhere in this LMA.

e. If, based on the monitoring results, the Parties, in consultation with the Committee, conclude that certain components of the program implementation are not meeting program objectives (stated in paragraph E.3.a, above), then the Parties, by agreement, may alter the program to meet those objectives, provided such alterations do not result in expenditures earlier than provided for nor change the total dollar amount allocated to the sockeye salmon mitigation program.

f. If the sockeye fry-production program is discontinued according to the provisions set forth in subsection D.1.c. during the term of this LMA, or if the City is unable to complete construction of the replacement sockeye hatchery, then the City will commit remaining monitoring funds, at a level not to exceed the total of its original commitments, to alternative mitigation as directed by the Parties pursuant to subsection D.1.c.

F. CEDAR RIVER ANADROMOUS FISH COMMITTEE

1. Membership

The Cedar River Anadromous Fish Committee shall have 10 members, as follows: one for each signatory to this LMA, except the Governor; one for King County, contingent on the County's written endorsement of the HCP; one for the Muckleshoot Indian Tribe (if they are not a signatory); one representing the group of organizations that were signatory to the June 11, 1999 Notice of Appeal of the Final EIS for the HCP; and three other stakeholders selected by unanimous agreement of the Parties.

2. Committee Operation

The Committee shall be formed and begin operation not later than ninety (90) days after the effective date of this agreement. Meetings of the Committee may be in person or by telephone or by such other method as may be acceptable to the members. The Committee may, by unanimous agreement of the Parties plus a majority vote of other members, adopt by-laws to govern administrative matters such as notices, record-keeping, frequency of meetings, and mechanisms for convening the Committee. The City will chair the Committee and provide administrative support for its operation.

3. Committee Role

The Committee will provide advice and consultation to the City concerning the implementation of this agreement, and shall serve as a forum for coordination and communication among the members of technical information on the status and condition of anadromous fish stocks in the Cedar River and the implementation and oversight of interim and long-term mitigation measures for these species.

G. COMMITMENTS TO THE CITY BY THE OTHER PARTIES

1. Commitments by the State of Washington

a. The State of Washington, acting through its Governor and its WDFW, agrees that the City, if it is in substantial compliance with the terms of the LMA, including fully funding the annual operations of the facilities to be constructed under the terms of this agreement in the amounts set forth in Exhibit A, is in compliance with all requirements of existing state law with respect to the blockage of fish passage at Landsburg and the provision of fish guards (screens) on the water intake. "Substantial compliance" means compliance with all essential terms and conditions of the LMA in all respects material to achieving the objectives of the LMA. The State, acting through its Governor and its WDFW, releases the City during the term of this agreement from any liability to the State that the State contends may exist under existing state law in connection with the blockage to fish passage resulting from the Diversion Facilities, or in connection with operation of the water intake, except instream flows, which are covered by a separate agreement. Further, the State, acting through its Governor and its WDFW, releases the City from any and all retrospective claims for liability prior to the execution of this agreement under existing state law for blockage to fish passage resulting from the Diversion Facilities and for operation of the water intake if the agreement is not terminated by the City prior to the term as stated in A.4.

b. The State, acting through its Governor and its WDFW, agrees that, under existing state law and during the term of this agreement, any City actions to maintain and improve the Diversion Facilities would not be grounds to require any further mitigation for the blockage of fish, as long as the Diversion Facilities and any improvements constructed as part of this LMA remain operable. This paragraph is not intended to excuse any violations of permits applicable to Diversion Facilities.

2. Commitments by the Federal Parties

a. NMFS and USFWS agree that the mitigation measures set forth in this LMA, in combination with the other measures set forth in the City's HCP, sufficiently minimize and mitigate for take of Covered Species to meet all requirements of the Endangered Species Act, and entitle the City to issuance of an incidental take permit under the procedures set forth in the IA.

b. NMFS and USFWS agree that any City actions to maintain and improve the Diversion Facilities would not be grounds to require any further mitigation for blockage of fish or operation of the water intake, as long as the facilities constructed as part of this agreement remain operable, and provided that any such maintenance or improvement does not affect Covered Species to a significantly greater degree than that analyzed under the HCP.

IN WITNESS WHEREOF, the City of Seattle has caused this Landsburg Mitigation Agreement to be executed by its Mayor pursuant to Resolution 29977, as amended by Resolution 30091, and other Parties have executed the same pursuant to applicable legal authorities.

THE CITY OF SEATTLE

By: Paul Schell
Paul Schell, Mayor

Date: 4/21/00

THE STATE OF WASHINGTON

By: Gary Locke
Gary Locke, Governor

Date: 4-21-2000

By: Jeff Koenigs
Jeff Koenigs, Director
Department of Fish and Wildlife

Date: 4/21/2000

**U.S. DEPARTMENT OF COMMERCE,
NATIONAL MARINE FISHERIES SERVICE**

By: William W. Stelle Jr.
William W. Stelle Jr., Regional Administrator

Date: 4/21/00

**DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE**

By: Tom Dwyer
Tom Dwyer, Deputy Regional Director

Date: 4/21/2000

EXHIBIT A**to the****LANDSBURG MITIGATION AGREEMENT****LANDSBURG DAM MITIGATION AGREEMENT COSTS TABLE**

LANDSBURG DAM MITIGATION AGREEMENT COSTS

ALL SPECIES

STEELHEAD, COHO, AND CHINOOK MITIGATION*, RESEARCH AND MONITORING

SOCKEYE MITIGATION, RESEARCH, AND MONITORING

HCP Year	Interim Mitigation	Diversion & Pipeline Ladders	Downstream Fish Passage	Intake Screens	Passage O&M**	Passage Monitoring***	Screen Monitoring****	Total Mitigation + Res. & Mon.	Interim Mitigation	Hatchery Construction	Brood Collection R & D	Hatchery O&M	Habitat Restoration	Monitoring Phase 1&2	Total Mitigation + Res. & Mon.	GRAND TOTAL MITIGATION & RES. & MON
1	\$ 90,000	\$ 172,000	\$ 83,000	\$ 246,000		\$ 10,000		\$ 601,000	\$ 128,000	\$ 509,000	\$ 100,000			\$ 200,000	\$ 937,000	\$ 1,538,000
2	\$ 90,000	\$ 832,000	\$ 396,000	\$ 1,182,000				\$ 2,500,000	\$ 256,000	\$ 318,000	\$ 100,000		\$ 98,000	\$ 175,000	\$ 947,000	\$ 3,447,000
3	\$ 90,000	\$ 832,000	\$ 396,000	\$ 1,182,000				\$ 2,500,000	\$ 256,000	\$ 319,000			\$ 147,000	\$ 175,000	\$ 897,000	\$ 3,397,000
4	\$ 90,000	\$ 175,000	\$ 83,000	\$ 249,000	\$ 50,000	\$ 50,000	\$ 15,000	\$ 712,000	\$ 256,000	\$ 3,282,000			\$ 1,392,000	\$ 175,000	\$ 5,105,000	\$ 5,817,000
5	\$ 90,000				\$ 50,000	\$ 5,000		\$ 145,000	\$ 128,000	\$ 3,282,000		\$ 300,000		\$ 124,000	\$ 3,634,000	\$ 3,979,000
6	\$ 90,000				\$ 50,000	\$ 5,000		\$ 145,000				\$ 300,000		\$ 124,000	\$ 424,000	\$ 569,000
7	\$ 90,000				\$ 50,000	\$ 5,000		\$ 145,000				\$ 300,000		\$ 124,000	\$ 424,000	\$ 579,000
8	\$ 90,000				\$ 50,000	\$ 5,000		\$ 155,000				\$ 300,000		\$ 99,000	\$ 399,000	\$ 454,000
9					\$ 50,000	\$ 5,000		\$ 65,000				\$ 300,000		\$ 99,000	\$ 399,000	\$ 464,000
10					\$ 50,000	\$ 5,000		\$ 55,000				\$ 300,000		\$ 99,000	\$ 399,000	\$ 454,000
11					\$ 50,000	\$ 5,000		\$ 55,000				\$ 300,000		\$ 99,000	\$ 399,000	\$ 454,000
12					\$ 50,000	\$ 5,000		\$ 55,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 367,000
13					\$ 50,000	\$ 5,000		\$ 55,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 367,000
14					\$ 50,000	\$ 15,000		\$ 65,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 377,000
15					\$ 50,000	\$ 5,000		\$ 55,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 367,000
16					\$ 50,000	\$ 5,000		\$ 55,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 367,000
17					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
18					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
19					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
20					\$ 50,000	\$ 10,000		\$ 60,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 372,000
21					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
22					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
23					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
24					\$ 50,000			\$ 50,000				\$ 300,000		\$ 117,000	\$ 417,000	\$ 467,000
25					\$ 50,000	\$ 10,000		\$ 60,000				\$ 300,000		\$ 117,000	\$ 417,000	\$ 477,000
26					\$ 50,000			\$ 50,000				\$ 300,000		\$ 117,000	\$ 417,000	\$ 467,000
27					\$ 50,000			\$ 50,000				\$ 300,000		\$ 117,000	\$ 417,000	\$ 467,000
28					\$ 50,000			\$ 50,000				\$ 300,000		\$ 82,000	\$ 382,000	\$ 432,000
29					\$ 50,000			\$ 50,000				\$ 300,000		\$ 82,000	\$ 382,000	\$ 432,000
30					\$ 50,000			\$ 50,000				\$ 300,000		\$ 82,000	\$ 382,000	\$ 432,000

LANDSBURG DAM MITIGATION AGREEMENT COSTS

ALL SPECIES (Continued)

STEELHEAD, COHO, AND CHINOOK MITIGATION*, RESEARCH AND MONITORING

SOCKEYE MITIGATION, RESEARCH, AND MONITORING

HCP Year	Interim Mitigation	Diversion & Pipeline Ladders	Downstream Fish Passage	Intake Screens	Passage O&M**	Passage Monitoring***	Screen Monitoring****	Total Mitigation + Res. & Mon.	Interim Mitigation	Hatchery Construction	Brood Collection R & D	Hatchery O&M	Habitat Restoration	Monitoring Phase 1&2	Total Mitigation + Res. & Mon.	ALL SPECIES GRAND TOTAL MITIGATION &
31					\$ 50,000			\$ 50,000				\$ 300,000		\$ 82,000	\$ 382,000	\$ 432,000
32					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
33					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
34					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
35					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
36					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
37					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
38					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
39					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
40					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
41					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
42					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
43					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
44					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
45					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
46					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
47					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
48					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
49					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
50					\$ 50,000			\$ 50,000				\$ 300,000		\$ 12,000	\$ 312,000	\$ 362,000
TOTAL	\$ 720,000	\$ 2,011,000	\$ 858,000	\$ 2,859,000	\$ 2,350,000	\$ 170,000	\$ 15,000	\$ 9,083,000	\$ 1,024,000	\$ 7,710,000		\$ 13,800,000	\$ 1,637,000	\$ 3,473,000	\$ 27,844,000	\$ 36,927,000

* Additionally, a special Design Contingency Fund of \$583,000 will be available for construction of passage facilities if needed.

** Funding commences when fish passage facilities become operational.

*** Total shown includes both fish passage and water quality monitoring. Fish passage monitoring commences when fish passage facilities become operational.

**** Water quality monitoring occurs up to 6 years (\$10000 per year) with one measurement prior to fish passage facility construction and at HCP Years 8, 10, 15, 20, and 25.

***** Funding commences when fish screening facilities are completed.

Seattle Public Utilities Cedar River Sockeye Hatchery Program 2014 Strategic Plan

Final: September 22, 2014



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Appendix 2: Hatchery Program Decision Making Structure	20

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Sockeye Eggs

Introduction and Background

Purpose of the Cedar River Sockeye Hatchery Program Strategic Plan

Seattle Public Utilities (SPU) Hatchery Program is intended to mitigate for habitat lost to spawning sockeye above the Landsburg Dam and to augment natural spawning on the Cedar River within the framework of the hatchery Adaptive Management Plan (AMP). The Hatchery Program is required to have a capacity to produce up to 34 million fry annually, with the goal of a greater and more consistent number of returning adult sockeye annually to the Cedar River than would result without it. This Hatchery Program is expected to provide and contribute to the potential for more frequent and more robust sport and tribal harvest opportunities of Lake Washington sockeye salmon.

The purpose of this strategic plan is to establish a common understanding and agreement among the Adaptive Management Workgroup (AMWG) members, Landsburg Mitigation Agreement (LMA) party representatives and SPU leadership regarding the 2025 measurable goals for the Hatchery Program and the plans to achieve those goals. This strategic plan guides and informs operations, monitoring, and potential capital improvement projects that are necessary to meet commitments in the LMA. The AMWG will review this plan at annual and five-year intervals to determine if the actions identified have resulted in the expected measurable outcomes outlined as near-term milestones and longer-term goals.

The goals, milestones, and actions identified in this plan are under the purview of SPU and/or the Hatchery Program. SPU acknowledges there are many factors that might affect the success of the hatchery, including, but not limited to, the productivity of the Cedar River sockeye populations as a whole, marine survival, habitat, low flow conditions/flood events, and harvest management. This plan was prepared through a series of collaborative workshops undertaken by the AMWG. The full process by which this plan was developed is outlined in Appendix 1.

Background and Recent History of the Hatchery Program

The Cedar River Hatchery, located near the Landsburg Dam on the Cedar River, started operating in 2011 following twenty years of operation of an “interim” sockeye hatchery. This state-of-the-art facility was designed to hold over 4,000 adult sockeye for broodstock and to produce up to 34 million sockeye



Hatchery Incubators and Ponds

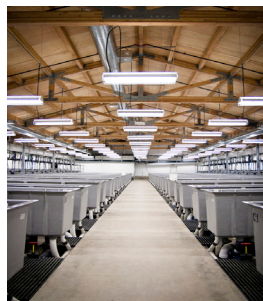
fry. SPU and the Washington Department of Fish and Wildlife (WDFW) have a cooperative agreement to operate the hatchery and remove constraints to the stated goals of the Hatchery Program.¹

In 2006, the AMP was written to define an operating and management framework for the Hatchery Program as a legal component of the LMA. The AMWG and the Technical Work Group (TWG) are specified in the AMP as the body of stakeholders responsible for overseeing research and monitoring under the plan on behalf of the Cedar River Hatchery.

The AMWG is composed of agency representatives and stakeholders, including the public at-large, with an interest in the Hatchery Program. It formulates recommendations to the Landsburg Mitigation Parties regarding operation of the hatchery. The TWG is composed of technical experts with a scientific focus on different aspects of salmon ecology, biology, and hatchery production science. The AMP provides direction for exploring and resolving “key scientific uncertainties” related to the effects of operating the hatchery. The AMP is intended to be critically reviewed and updated to reflect any significant developments or needed changes as the Hatchery Program evolves.

¹ The Hatchery Program includes monitoring and evaluation activities under the AMP and the operation and maintenance of the hatchery facilities (i.e., broodstock collection, incubation, and adult holding facilities).

The following two biological goals were established for the Hatchery Program in the 2006 AMP for the hatchery:



Hatchery Facilities

- Implement the Cedar River Habitat Conservation Plan (HCP) and LMA commitments related to a biologically and environmentally sound long-term sockeye Hatchery Program that will help to provide for the recovery and persistence of a well-adapted, genetically diverse, healthy, harvestable population of Cedar River sockeye.
- Avoid or reduce detrimental effects on the reproductive fitness and genetic diversity of naturally reproducing salmon populations in the Cedar River and the Lake Washington Basin.

The Hatchery Program was developed with input from a broad array of technical experts from state, federal, and tribal fisheries management agencies, the academic community, and the public. The entire Hatchery Program, including the 2006 AMP, was formally approved by Washington Department of Fish and Wildlife (WDFW), NOAA Fisheries, the U.S. Fish and Wildlife Service, the Muckleshoot Indian Tribe, and Seattle Public Utilities.

Role of the Strategic Plan in SPU Hatchery Program Operation

There are three Hatchery Program management areas that this strategic plan intends to help guide:

1: AMP Interventions - The AMP provides “interventions” to respond to adverse scenarios within five key uncertainties. The five key uncertainties include:

- 1) Are hatchery and naturally produced fry similar in size, growth, and migration timing, and at a stable population composition?
- 2) Does the hatchery reduce the reproductive success of Cedar River sockeye salmon?
- 3) Will the hatchery adversely affect sockeye populations outside the Cedar River?

- 4) Will the hatchery produce adverse changes in Chinook salmon populations?
- 5) Will increased hatchery production alter aquatic community structure within the Lake Washington system?

This strategic plan outlines actions and defines roles for managing the hatchery to achieve its mitigation goals while these uncertainties are addressed.

2: AMWG Vision/Goals - The vision statement in the AMWG charter includes references to the following:

- “...well-adapted, genetically diverse, healthy, harvestable populations of Cedar River sockeye.”
- “Avoid or reduce detrimental effects on the fitness and diversity...”
- “Produce a larger more consistent number of adult sockeye... such that more frequent and more robust tribal sport fisheries should result.”

The strategic plan provides guidance on what measureable success looks like for these goals.

3: Examples of other policy decisions/management implications not addressed by the AMP-

- If a co-manager, or another party wants to try out a new strategy at the hatchery, who decides whether it should be implemented?
- How will the hatchery operate when it is at full capacity, specifically considering operational costs? Is operating at full capacity the goal? Who decides if this is a goal?
- Should the AMP guideline that limits the proportion of hatchery produced sockeye in the Cedar River be revisited, if, over time, the natural population of sockeye in the river are significantly impacted by other factors? These include, but are not limited to: climate change (i.e., increase in scour flows), invasive species effects, and indirect impacts from urban development.

The strategic plan provides guidance on resolving issues that are not addressed by the AMP.

Entities with a Stake in this Strategic Plan

Role and Composition of LMA Parties

The legal oversight of all management activities related to the Cedar River Hatchery is provided by the LMA Parties according to the terms of the LMA and also by the Muckleshoot Indian Tribe Settlement Agreement. The LMA Parties referred to here, and for the purposes of the AMP and the AMWG include: City of Seattle, U.S. Fish and Wildlife Service, NOAA Fisheries Service, WDFW, and the Muckleshoot Indian Tribe, by the powers provided in the MIT Settlement Agreement.

Role of SPU

SPU has overall responsibility and authority for managing all activities under the Hatchery Program which includes operating and maintaining the Cedar River Hatchery and implementing monitoring and evaluation studies under the hatchery AMP. SPU is committed to using adaptive management to address critical operational questions and make changes to operations based on the results of monitoring to meet specific Hatchery Program objectives. SPU receives Hatchery Program guidance and recommendations for actions from advisory bodies (AMWG & TWG) and the Parties to the LMA.

Role of the AMWG

The primary role of the AMWG is to direct the collection of information and to oversee and guide SPU's use of that information in its management of the Hatchery Program. AMWG advises SPU in two primary ways in order to best achieve the objectives of the AMP. First, it advises SPU in making ongoing recommendations to the LMA Parties about hatchery production and conservation strategies. Second, it advises SPU regarding important hatchery operational activities, including but not limited to:

- Setting egg-take goals;
- Establishing annual production plans;
- Broodstock collection;
- Spawning and incubation of eggs;
- Rearing, feeding, and marking of hatchery fry;
- Release of hatchery fry into the natural environment; and
- Monitoring, evaluating, and documenting hatchery activities.

AMWG objectives include:

- Using research, monitoring, and analysis to improve the effectiveness of hatchery operations;
- Providing input by tribal government, relevant agencies, AMWG, TWG, and LMA Parties in the operation of the hatchery; and
- Supporting the sharing of information about the Hatchery Program with interested stakeholder groups, such as sport fishing enthusiasts.

The AMWG is composed of agency representatives and stakeholders, including the public, with an interest in the Hatchery Program. The AMWG formulates recommendations regarding hatchery operations.

Current AMWG Membership:

Seattle Public Utilities (Chair)	Paul Faulds
U.S. Fish and Wildlife Service	Tim Romanski
NOAA Fisheries Service	Randy McIntosh
Washington Department of Fish and Wildlife	Aaron Bosworth
Muckleshoot Indian Tribe	Dennis Moore
King County DNR	Hans Berge
At-large Public Interest Stakeholder	Wild Fish Conservancy
At-large Public Interest Stakeholder	Puget Sound Anglers
At-large Public Interest Stakeholder	Frank Urabeck
At-large Public Interest Stakeholder	Bill Robinson



Appendix 2 provides an overview of the relationship between SPU and the AMWG and how decisions about the hatchery and the implementation of the strategic plan will take place over time.

Contents and Layout of the Strategic Plan

This strategic plan documents what will be happening in the year 2025 if the Hatchery Program is successful. Four key outcomes will be used to track the success of the Hatchery Program in meeting its 2025 goals. By 2025:

- 1. The Hatchery Program is meeting the long-term sockeye mitigation obligations in the LMA.
- 2. The Hatchery Program is meeting the objectives of the AMP.
- 3. Interactions among the LMA Parties, AMWG, TWG and SPU are productive and contributing to the success of the Hatchery Program.
- 4. Interested parties have increased understanding of the Hatchery Program.

Each key outcome includes one or more goals for 2025. Milestones that would need to be achieved on the path to meeting longer-term, 2025 goals are also included. Collectively, meeting the goals identified for each outcome is necessary for the Hatchery Program to be successful. This plan also includes actions that will be implemented in order to achieve the near-term milestones identified for each goal. Each year, SPU will work with the AMWG to identify a new set of actions (if needed) that are expected to achieve the next set of milestones. This process is outlined below.

Actions → Near-Term Milestones → Actions → Longer-Term Milestones → Longer-Term Goals → Key Outcomes for the Hatchery Program’s Success

Actions will be reviewed annually to determine if they have been completed and if they have resulted in the expected milestones, goals, and/or outcomes. Each year, SPU and AMWG will review the actions completed and milestones achieved using the following set of questions:

Has the action been completed?		
Yes		No
Has completion of this action put the Hatchery Program on track to achieve the expected strategic plan milestones?		What needs to happen to complete this action?
Yes	No	<ul style="list-style-type: none">• Rewrite the action? If so, consider S.M.A.R.T criteria (specific, measurable, achievable, relevant, time-bound).• Rewrite the milestone?• Make “on the ground” changes by improving or amending implementation activities?• Something else?
Action marked as “completed”!	<ul style="list-style-type: none">• Rewrite the action? If so, consider S.M.A.R.T criteria (specific, measurable, achievable, relevant, time-bound).• Rewrite the milestone?• Make “on the ground” changes.• Something else?	

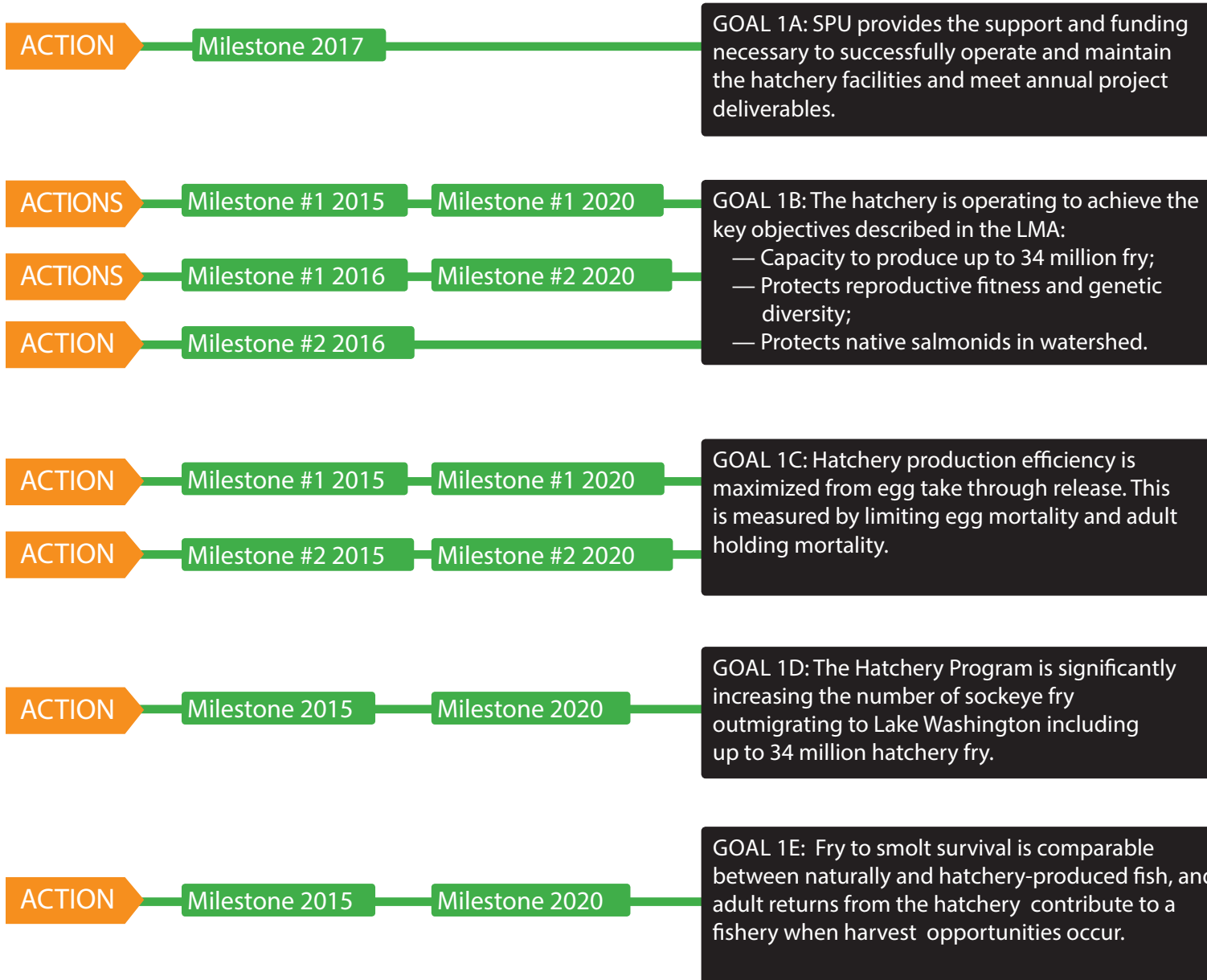
Strategic Plan Structure

Actions →

Milestones →

2025 Goals →

Key Outcomes



Key Outcome #1:
The Hatchery Program is meeting the long-term sockeye mitigation obligations in the LMA

Strategic Plan Structure

Actions →

Milestones →

2025 Goals →

Key Outcomes

ACTION

Milestone 2015

Milestone 2020

Goal 2A: The EQuIS Hatchery Data Management System (database) provides reports and analysis for ongoing improvements to hatchery operations and to resolve AMP key uncertainties.

ACTION

Milestone 2015

Milestone 2020

Goal 2B: Hatchery operations complement natural origin sockeye and do not have significant adverse effects on other salmonid populations or system ecology in the Lake Washington Basin.

ACTION

Milestone 2015

Milestone 2020

GOAL 2C: The Cedar River sockeye population is integrated.

ACTION

Milestone 2015

Milestone 2020

GOAL 2D: The hatchery is collecting broodstock in a manner that does not significantly alter the temporal and/or spatial distribution of ESA-listed Chinook salmon redds.

ACTIONS

Milestone 2015

Milestone 2020

GOAL 3A: AMWG members provide advice and recommendations with a clear understanding of their respective roles, a commitment to the success of the Hatchery Program, and a willingness to work collaboratively and transparently.

ACTION

Milestone 2015

Milestone 2020

Goal 4A: Clear communication of salient information is provided to other organizations regarding the Hatchery Program on an annual basis.

Key Outcome #2:
Meeting the objectives of the Adaptive Management Plan

Key Outcome #3:
Interactions among the LMA Parties, AMWG, TWG and SPU are productive and contributing to the success of the Hatchery Program.

Key Outcome #4:
Interested parties have increased understanding of the Hatchery Program

Strategic Plan: Overview of Outcomes and Goals

In 2025, if the Hatchery Program is successful:

Key Outcome 1: The Hatchery Program is meeting the long-term sockeye mitigation obligations in the LMA.

To achieve this outcome, the following goals have been identified:

- 1A)** SPU provides the support and funding necessary to successfully operate and maintain the hatchery facilities and meet annual project deliverables.
- 1B)** The hatchery is operating to achieve the key objectives described in the LMA:
 - Capacity to produce up to 34 million fry;
 - Protects reproductive fitness and genetic diversity; and
 - Protects native salmonids in watershed.
- 1C)** Hatchery production efficiency is maximized from egg take through release. This is measured by limiting egg mortality and adult holding mortality.
- 1D)** The Hatchery Program is significantly increasing the number of sockeye fry outmigrating to Lake Washington including up to 34 million hatchery fry.
- 1E)** Fry to smolt survival is comparable between naturally and hatchery-produced fish, and adult returns from the hatchery contribute to a fishery when harvest opportunities occur.

Key Outcome 2: The Hatchery Program is meeting the objectives of the AMP.

To achieve this outcome, the following goals have been identified:

- 2A)** The database provides reports and analysis for ongoing improvements to hatchery operations and to resolve AMP key uncertainties.
- 2B)** Hatchery operations complement natural origin sockeye and do not have significant adverse effects on other salmonid populations or system ecology in the Lake Washington Basin.
- 2C)** The Cedar River sockeye population is integrated.
- 2D)** The hatchery is collecting broodstock in a manner that does not significantly alter the temporal and/or spatial distribution of ESA-listed Chinook salmon redds.

Key Outcome 3: Interactions among the LMA Parties, AMWG, TWG and SPU are productive and contribute to the success of the Hatchery Program.

To achieve this outcome, the following goal has been identified:

- 3A)** AMWG members provide advice and recommendations with a clear understanding of their respective roles, a commitment to the success of the Hatchery Program, and a willingness to work collaboratively and transparently.

Key Outcome 4: The Hatchery Program is managing for external influences.

To achieve this outcome, the following goal has been identified:

- 4A)** Clear communication of salient information is provided to other organizations regarding the Hatchery Program on an annual basis.

Key Outcome #1:

The Hatchery Program is meeting the long-term sockeye mitigation obligations in the LMA

Outcome Purpose: Fully implement long-term mitigation measures for sockeye salmon, monitoring, and adaptive management as described in the LMA. The Hatchery Program will have the capacity to produce up to 34 million fry annually and is expected to result in a greater and more consistent number of returning adult sockeye than would result without it. These fish will help provide more regular sport and tribal harvest opportunities in Lake Washington.

ACTIONS to achieve 2017 Milestone

In 2016 SPU and WDFW will designate staff to negotiate a new 5-year contract to operate the Cedar River Hatchery and the broodstock collection facility. In 2016, those staff will prepare a contract development schedule. SPU and WDFW will provide the AMWG with high-level quarterly updates on the contract negotiations as they progress. The updates will focus on schedule, scope of work, budget, and contract deliverables.

2017 Milestone

SPU and WDFW complete negotiations on the 5-Year Memorandum of Agreement (MOA) for hatchery operations with an effective date of July 1, 2017. This process will be repeated in 2022.

2025 GOAL 1A: SPU provides the support and funding necessary to successfully operate and maintain the hatchery facilities and meet annual project deliverables.

ROLE OF OTHER GROUPS

AMWG: Each quarter in 2016, and in the first half of 2017, the AMWG will be given an opportunity to provide the AMWG Chair with input regarding hatchery contract negotiations related to the scope of work, schedule, budget, and deliverables. The planned agreement will have direct specifications for hatchery operation and maintenance. As such, the AMWG will be expected to recommend contract approval to the LMA Parties once completed.

TWG: Briefed by AMWG Chair as necessary and beneficial for Hatchery Program support.

LMA Parties: Review and recommend execution of the contract by SPU and WDFW.



Sockeye Fry

Key Outcome #1 (continued):

The Hatchery Program is meeting the long-term sockeye mitigation obligations in the LMA

	ACTIONS to achieve 2015 Milestone #1	ACTIONS to achieve 2016 Milestone #1	ACTION to achieve 2016 Milestone #2
2015	<p>1. SPU will complete Phase 1 (Project Initiation) for a <u>potential</u> capital project to improve broodstock collection by 8/31/14.¹</p> <p>2. Complete Phase 2 (Options Analysis) for a <u>potential</u> capital project by the end of 2014.²</p>	<p>1. Phase 1 (Project Initiation) for a potential capital project to evaluate spring water supply sufficiency and reliability which was approved by the required SPU executive committee in March 2013.</p> <p>2. SPU completes Phase 2 (Options Analysis) for a <u>potential</u> capital project by year-end 2015.³</p>	<p>Identify proposed levels of service and associated performance measures (1st Qtr); Identify criticality levels for all facility assets (1st Qtr) and; develop maintenance/ replacement strategies for them with detailed documentation to support and guide those activities (2nd Qtr).</p>
2016	<p><u>Broodstock Collection</u>: An approved operational improvement or capital project alternative to ensure capacity for collecting broodstock to meet LMA legal requirements has been identified.</p>	<p>Milestone #1</p> <p><u>Spring Water Supply</u>: A proposed operational improvement or capital project alternative to ensure sufficient IHN-virus free production water supply to meet LMA legal requirements has been identified.</p>	<p>Milestone #2</p> <p><u>Hatchery Facilities Mgmt</u>: Develop a detailed inventory of all facility system components and the equipment comprising them (1st Qtr).</p>
2020	<p>Milestone #1</p> <p>Water is secured for incubation and release of 34 million fry.</p>	<p>Milestone #2</p> <p>A technical and/or operational strategy is in place (technical, operational, and/or potential capital project) to minimize adult pre-spawn mortality (e.g. adequate broodstock holding, space and water) to meet 34 million fry. Functional weir is in place to achieve 34 million fry release.</p>	<p>ROLES OF OTHER GROUPS (combined for Actions 1 and 2): AMWG: Subject matter experts on the AMWG may be consulted by SPU in Phase 2 (Options Analysis). The AMWG will receive a briefing from SPU near the conclusion of Phase 2. SPU will seek a recommendation from the AMWG to the LMA Parties for any proposed capital project. TWG: Briefed by AMWG Chair as needed for Hatchery Program support. LMA Parties: The LMA Parties will be asked to provide SPU with a recommendation regarding any proposed capital project.</p>
2025	<p>GOAL 1B: The hatchery is operating to achieve the key objectives described in the LMA:⁴</p> <ul style="list-style-type: none"> — Capacity to produce up to 34 million fry; — Protects reproductive fitness and genetic diversity; — Protects native salmonids in watershed. 		

from previous page, Goal 1B footnotes:

- 1 Phase 1 describes the rationale, recommendation, and project management plan (including staffing, schedule, and cost estimate) for proceeding to the next phase. This documentation is the basis of governance approval for proceeding to Phase 2, Options Analysis.
- 2 The Options Analysis will evaluate the technical merits of multiple alternatives and compare the benefits and costs of each viable alternative to select a preferred alternative. An SPU asset management committee must then approve the preferred alternative for it to move forward to Phase 3, design and permitting.
- 3 The business case will seek an alternative that: (1) reliably provides the hatchery's full design requirement of at least 1400 gpm of IHN virus-free water to the hatchery under all weather and hatchery production conditions; and (2) provides at least 500 gpm of redundant water supply. Options analysis will include but not be limited to: improving performance of the current delivery system, capturing additional spring water, incorporating a new pump station at the spring water pond (old hatchery site), protecting pump stations from falling trees, and a groundwater study for a potential new groundwater supply source.
- 4 From Section E.3.a. of the LMA: "The replacement sockeye Hatchery should 1) be designed to produce up to 34 million fry, 2) produce fry that are equivalent in quality to those that are produced naturally. The Hatchery Program should avoid or minimize detrimental impacts on the reproductive fitness and genetic diversity of naturally reproducing sockeye salmon populations in the Cedar River and Bear Creek subbasins and avoid or minimize detrimental ecological impacts on native salmonids throughout the watershed."

Key Outcome #1 (continued): The Hatchery Program is meeting the long-term sockeye mitigation obligations in the LMA

ACTION to achieve 2015 Milestone #1		ACTION to achieve 2015 Milestone #2	
2015	Milestone #1	By year-end 2014, SPU provides ongoing resources (consultant(s), SPU staff, TWG consultation, funding, and project management) to develop benchmarks for acceptable mortality and pathogen presence.	SPU provides resources (consultant(s) SPU staff, TWG consultation, funding, and project management) to develop, adopt, and begin implementation of a disease and mortality study plan by the mid-year 2015.
		Benchmarks for the ranges of acceptable adult pre-spawn mortality, acceptable egg mortality, and acceptable pathogen presence at the hatchery have been established.	A study plan for evaluating disease and mortality issues in excess of the established benchmarks has been recommended by TWG and AMWG, and adopted by SPU and WDFW hatchery management.
2020	Milestone #1	Benchmarks for the ranges of acceptable adult pre-spawn mortality, acceptable egg mortality, and acceptable pathogen presence have been evaluated and confirmed or altered based on data from the hatchery.	Any studies aimed at evaluating mortality or disease issues before 2017 have been implemented and data have been evaluated.
2025	GOAL 1C: Hatchery production efficiency is maximized from egg take through release. This is measured by limiting egg mortality and adult holding mortality.		

ROLE OF OTHER GROUPS for Action to achieve 2015 milestone #1:

AMWG: Consults with SPU in the development and adoption of benchmarks for acceptable levels of adult pre-spawn mortality, egg mortality, and pathogen presence.

TWG: Provides technical support to develop benchmarks for acceptable levels of adult pre-spawn mortality, egg mortality, and pathogen presence.

LMA Parties: Briefed by AMWG Chair as needed for Hatchery Program support.

ROLE OF OTHER GROUPS for Action to achieve 2015 milestone #2:

AMWG: Reviews and comments on study plan.

TWG: Provides technical input and/or primary project management in the development of a study plan for evaluating adult pre-spawn mortality.

LMA Parties: Briefed by AMWG Chair as necessary and beneficial for Hatchery Program support.

Key Outcome #1 (continued):

The Hatchery Program is meeting the long-term sockeye mitigation obligations in the LMA

ACTION to achieve 2015 Milestone

SPU provides resources (consultant, SPU staff, TWG consultation, funding, and project management) for fry outmigration studies in 2015.

2015 Milestone

SPU funds collection of fry outmigration data so that the relative and total hatchery fry contributions can be measured.

2020 Milestone

Fry outmigration monitoring occurs and contributions of hatchery fry are recorded (annually).

2025 GOAL 1D: The Hatchery Program is significantly increasing the number of sockeye fry outmigrating to Lake Washington including up to 34 million hatchery fry.

ROLE OF OTHER GROUPS

AMWG: Provides the LMA Parties with a recommendation regarding the 2015 milestone.

TWG: Briefed by AMWG Chair as needed for Hatchery Program support.

LMA Parties: In 2015, LMA Parties will provide SPU with a recommendation regarding the 2015 milestone.

ACTION to achieve 2015 Milestone

Monitor freshwater survival of juveniles as noted in Key Outcome 2, meeting the objectives of the AMP.

2015 Milestone

Same as 2025 goal.

2020 Milestone

Same as 2025 goal.

2025 GOAL 1E: Fry to smolt survival is comparable between naturally and hatchery-produced fish, and adult returns from the hatchery contribute to a fishery when harvest opportunities occur.^{1,2}

ROLE OF OTHER GROUPS

AMWG: Provide the LMA Parties with a recommendation to best achieve the 2025 goal.

TWG: Evaluate monitoring information and provide AMWG and SPU with a recommendation to best achieve the 2025 goal.

LMA Parties: Review recommendations from AMWG and TWG and provide SPU with a recommendation to best achieve the 2025 goal.

¹ Any monitoring associated with harvest management is the responsibility of co-managers and not SPU.

² Harvest opportunities include non-tribal sport and/or tribal fisheries.

Key Outcome #2:

The Hatchery Program is meeting the objectives of the Adaptive Management Plan

Outcome Purpose: Address scientific uncertainty to ensure that unwanted environmental consequences of the Hatchery Program are minimized or avoided.

ACTION to achieve 2015 Milestone

SPU implements development of the database. In 2015, SPU will provide resources for completing development and for product testing, user training, and ongoing data system stewardship.

2015 Milestone

Sockeye database development is complete and provides ongoing data stewardship.

2020 Milestone

Same as 2025 goal.

2025 GOAL 2A: The database provides reports and analysis for ongoing improvements to hatchery operations and to resolve AMP key uncertainties.

ROLE OF OTHER GROUPS

AMWG: Receives training on output functions and use of database reports in 2015.

TWG: Provides technical direction for requirements of database reporting and data request capacity development, and receives training on output functions in 2015.

LMA Parties: Briefed as necessary and beneficial to Hatchery Program support by AMWG Chair.



Weir

Key Outcome #2 (continued):

The Hatchery Program is meeting the objectives of the Adaptive Management Plan

ACTION to achieve 2015 Milestone

SPU provides resources (consultant, SPU staff, funding, and project management) for Monitoring and Evaluation (M&E) Plan development and implementation. M&E Plan will track metrics linked directly to thresholds and triggers in the AMP. The M&E Plan will be completed by the end of the second quarter of 2015 and will cover monitoring activities through 2025. However, it is a living document and can be updated as necessary.

2015 Milestone

An adopted M&E Plan for the AMP Key Uncertainties is implemented by the third quarter of 2015 to monitor and evaluate hatchery operations.

2020 Milestone

The monitoring strategy is implemented to achieve the 2025 goal.

2025 GOAL 2B: Hatchery operations complement natural origin sockeye and do not have significant adverse effects on other salmonid populations or system ecology in the Lake Washington Basin.

ROLE OF OTHER GROUPS

AMWG: Review and provide comments to SPU regarding proposed draft final M&E Plan. Comments will be considered by the TWG and SPU. AMWG will forward an M&E Plan recommendation to the LMA Parties.

TWG: Oversee the M&E Plan development and implementation in consultation with SPU technical staff. TWG will forward the recommended plan to AMWG for review, comment, and recommendation to the LMA Parties.

LMA Parties: Provide SPU with an M&E Plan recommendation.

Key Outcome #2 (continued):

The Hatchery Program is meeting the objectives of the Adaptive Management Plan

ACTION to achieve 2015 Milestone

SPU provides resources (consultant, SPU staff, funding, and project management) for M&E Plan development by mid-year 2015 and begins implementation. The M&E Plan will be used to track metrics linked directly to thresholds and triggers in the AMP.

2015 Milestone

The M&E Plan for the AMP Key Uncertainties is implemented by third quarter 2015 and will be used to monitor and evaluate hatchery operations.

2020 Milestone

The monitoring strategy is implemented to achieve the 2025 goal.

2025 GOAL 2C: The Cedar River sockeye population is integrated.^{1,2}

ROLE OF OTHER GROUPS

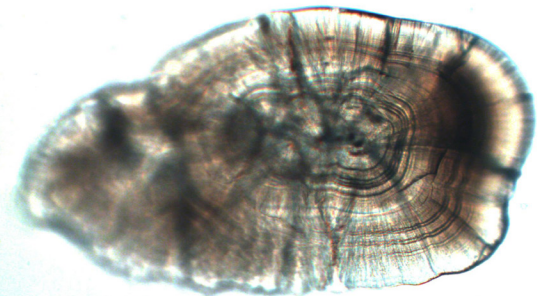
AMWG: Review and provide the AMWG Chair comments on final draft M&E Plan (early 2015). Comments will be considered by the TWG and SPU. AMWG will forward an M&E Plan recommendation to the LMA Parties.

TWG: Oversee the M&E Plan development and implementation. TWG will forward the recommended plan to AMWG.

LMA Parties: Provide SPU with an M&E Plan recommendation.

1 Hatchery and natural origin fish are undifferentiated. The natural environment drives the adaptation and fitness of composite population of fish that spawn both in the hatchery and in the wild. HSRG Technical Discussion Paper #1, June 21, 2004.

2 **Measure:** The hatchery has contributed to no more than 50 percent of the spawning population in the Cedar River, on a 10-year running average starting in 2015, or as reevaluated by SPU and AMWG.



Otolith

Key Outcome #2 (continued):

The Hatchery Program is meeting the objectives of the Adaptive Management Plan

ACTION to achieve 2015 Milestone

SPU provides resources (consultant, SPU staff, funding, and project management) for M&E Plan development by mid-year 2015 and begins implementation. The M&E Plan will be used to track metrics linked directly to thresholds and triggers in the AMP.

2015 Milestone

The M&E Plan for the AMP Key Uncertainties is implemented in the third quarter of 2015 and is used to monitor and evaluate hatchery operations.

2020 Milestone

Same goal as 2025.

2025 GOAL 2D: The hatchery is collecting broodstock in a manner that does not significantly alter the temporal and/or spatial distribution of ESA-listed Chinook salmon redds.¹

ROLE OF OTHER GROUPS

AMWG: Review and provide the AMWG Chair comments on final draft M&E Plan. Comments will be considered by the TWG and SPU. AMWG will forward an M&E Plan recommendation to the LMA Parties.

TWG: Oversee the M&E Plan development and implementation. TWG will forward the recommended plan to AMWG.

LMA Parties: Provide SPU with an M&E Plan recommendation.

¹ **Measure:** ESA-listed Chinook salmon are successfully migrating past and spawning above the broodstock collection

Key Outcome #3:

Interactions among the LMA Parties, AMWG, TWG and SPU are productive and contribute to the success of the Hatchery Program.

Outcome Purpose: To help SPU make decisions in order to meet the goals and objectives of the Hatchery Program as described in the LMA.

ACTIONS to achieve 2015 Milestone

- 1 SPU regularly provides advisory groups with the necessary information and direction to make credible recommendations to the LMA Parties and SPU on Hatchery Program issues.
- 2 The SPU Landsburg Mitigation Manager acts as liaison to both AMWG and TWG to facilitate collaborative and transparent relationship between work groups.

2015 Milestone

The TWG and AMWG relationship is clear.

2020 Milestone

Same goal as 2025.

2025 GOAL 3A: AMWG members provide advice and recommendations with a clear understanding of their respective roles, a commitment to the success of the Hatchery Program, and a willingness to work collaboratively and transparently. ¹

ROLE OF OTHER GROUPS

AMWG: Members will come to meetings fully prepared to discuss agenda items in a collaborative manner with the goal of reaching consensus on credible recommendations to SPU. AMWG will consult the TWG as the primary technical experts, as appropriate, when preparing policy and Hatchery Program recommendations.

TWG: Members will come to meetings fully prepared to discuss agenda items in a collaborative manner with the goal of reaching consensus on credible recommendations to AMWG and SPU. TWG Chair and members will make themselves available for discourse with AMWG regarding technical issues.

LMA Parties: Review recommendations by AMWG and, if acceptable, forward recommendations to SPU for implementation.

¹ **Measure:** AMWG members reach consensus more often than they disagree.

Key Outcome #4:

Interested parties have increased understanding of the Hatchery Program

Outcome Purpose: Information associated with the Hatchery Program is actively shared with the public and external organizations whose actions have the potential to impact sockeye survival in Lake Washington.

ACTION to achieve 2015 Milestone

By the end of 2015, SPU will develop a public outreach/communication plan that will provide the public and other relevant organizations with accurate, factual, and accessible information about the Hatchery Program.

2015 Milestone

The communications plan is implemented to provide information to other relevant organizations in the Lake Washington Basin regarding the Hatchery Program.

2020 Milestone

Same goal as 2025.

2025 Goal 4A: Clear communication of salient information is provided to other organizations regarding the Hatchery Program on an annual basis.

ROLE OF OTHER GROUPS

AMWG: Review and comment on proposed public outreach/communication plan.

TWG: Briefed by AMWG Chair as needed for Hatchery Program support.

LMA Parties: Will be asked to provide input to SPU.



Sockeye Salmon

Appendix 1: Strategic Plan Development Process

Through a series of six strategic planning workshops from November 2013 to June 2014, AMWG members developed recommendations that answered the question “In 2025, if the Hatchery Program is successful how would we know it? What would be happening?”

This planning process involved a systematic approach where end goals and means to achieve those goals were clearly delineated. The following steps were followed to develop this strategic plan:

Step 1 (Key Outcomes): AMWG brainstormed and refined goal statements that are stated as clear measurable outcomes demonstrating what, in 2025, will make the Hatchery Program successful. Goals in common were grouped under “Key Outcomes,” each with a purpose statement to explain why the goals are important to the success of the Hatchery Program.

Step 2 (Milestones): Working back from each 2025 goal, AMWG determined interim measurable outcomes, noted as “milestones,” that would need to be in place in order to achieve the 2025 goal(s).

Step 3 (Review): The LMA party representatives reviewed and commented on the recommended long-term goals and near-term milestones.

Step 4 (Clarification of Decision-Making): Based on comments from the LMA parties, SPU clarified the role of SPU as the responsible party, and the roles of the LMA parties and AMWG in the implementation of the strategic plan.

Step 5 (Refine): AMWG updated and refined the goals and milestones of the strategic plan.

Step 6 (Identify Actions): AMWG identified actions that would need to be implemented to achieve the near-term milestones.

Step 7 (Package and review): SPU worked with a consultant and an iterative review process with the AMWG and LMA Parties to finalize the strategic plan content and format.

Step 8 (AMWG Recommends Plan Approval): AMWG recommends plan approval, and AMWG Chair provides plan to LMA Parties.

Step 9 (SPU and LMA Party Approval): LMA Parties approve plan and recommend SPU implementation of the plan.

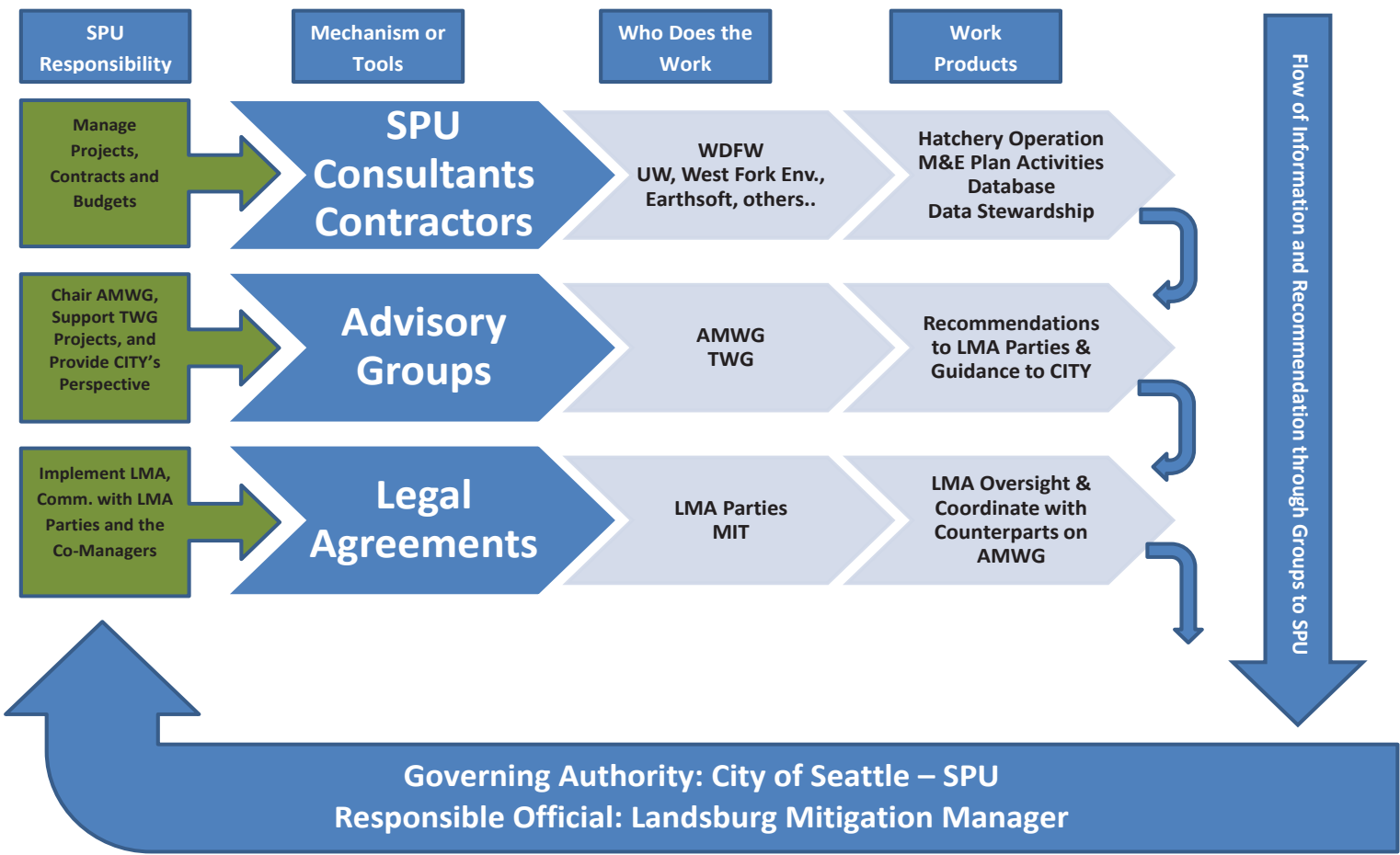


Adult Sockeye Holding Ponds

Appendix 2: Hatchery Program Decision Making Structure¹

1 Refer to AMWG Charter, section 2bi.

Implementation Process for Sockeye Hatchery AMP





Seattle Public Utilities

**Adaptive Management Plan
Cedar River Sockeye Hatchery**

February 2006



*Tetra Tech/KCM, Inc.
1420 5th Avenue, Suite 600, Seattle, WA 98101*

ADAPTIVE MANAGEMENT PLAN CEDAR RIVER SOCKEYE HATCHERY

February 2006

Prepared for:
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Prepared by:



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SECTION 1. INTRODUCTION

1.1 EXECUTIVE SUMMARY

1.1.1 AMP Purpose and Objectives

This Adaptive Management Plan (AMP) defines an operating and management framework for the Cedar River Replacement Sockeye Hatchery Program. This program was developed to address dual objectives of realizing the full potential of the Cedar River to support sockeye while protecting drinking water quality. This AMP includes an initial technical basis for monitoring and evaluation of the Cedar River Replacement Sockeye Hatchery. The application of adaptive management to hatchery operations and evaluation is rare; consequently, this AMP relies primarily on the experience of other efforts adapted to the unique challenges of this program. Application of adaptive management to this hatchery program has the potential for achieving unusually high standards for monitoring, evaluation and decision-making.

The primary purpose of the AMP is to help the hatchery program meet its mitigation goals by minimizing risks of long-term adverse impacts through effective monitoring and management. There are two important biological goals for this hatchery program.

- Implement the Cedar HCP and Landsburg Mitigation Agreement commitments related to a biologically and environmentally sound long-term sockeye hatchery program that will help to provide for the recovery and persistence of a well-adapted, genetically diverse, healthy, harvestable population of Cedar River sockeye.
- Avoid or reduce detrimental effects on the reproductive fitness and genetic diversity of naturally reproducing salmon populations in the Cedar River and the Lake Washington basin.

The success of this hatchery program will rely on the ability to integrate artificial and natural production systems to realize the full biological potential of the physical environment. Consequently this AMP focuses on potential risks to naturally spawning salmon, prescribes monitoring activities to detect effects, and establishes a process for analyzing and addressing adverse impacts if they occur. This hatchery program will be deemed a failure if it results in a substantial loss of the ability for naturally reproducing sockeye or chinook to sustain themselves or if it fails to significantly increase sockeye returns to the Cedar River. The proposed hatchery is expected to augment natural spawning on the Cedar River and, if successful, will produce a greater and more consistent number of returning adult sockeye than would result without it. This is expected to increase sport and tribal harvest opportunities of the Lake Washington sockeye salmon fishery.

Within this context for the goals of the sockeye hatchery program, the objectives of this AMP are:

1. Address the primary technical uncertainties with respect to performance and effects of the replacement hatchery program
2. Promote a high standard for scientific work so that results are credible
3. Effectively communicate scientific results to managers
4. Provide public access to scientific data
5. Provide opportunity for public input to decision-making process
6. Promote public understanding of decisions
7. Utilize limited monitoring resources effectively and efficiently

Success of the AMP will be determined by the achievement of these objectives over time.

Scientists, hatchery operators and fishery managers, with expertise in hatchery operations and the effects of those operations on other resources, have guided the development of this hatchery program. Their work has resulted in guidelines, operating protocols, capacity analysis and this adaptive management plan that is designed to contribute to the success of the program by producing additional adult returns and by minimizing adverse effects. The adaptive management plan will not direct harvest management actions, for which the fishery co-managers have regulatory authority; however, the AMP will generate valuable information for harvest management.

1.1.2 Challenges of Adaptive Management

Adaptive management is a term whose definition in practice is imprecise. However, many adaptive management efforts include similar elements that include defining experiments to test responses of predetermined variables and applying the results to future management decisions. Adaptive management has been applied to projects and programs of various sizes. Generally, the more complex the program or range of potential variables that are affected by a specified action, the more difficult it is to determine causal relationships and to use monitoring results to make appropriate management responses. Thus, too much complexity makes it difficult to apply adaptive management. Nevertheless, establishing a monitoring program that provides relevant information, even if that information is not fully conclusive, still provides a better basis for professional judgment than no information at all. Therefore, the adaptive management decision-making process must respond to various inputs, ranging from recommendations based on statistically certain results to those based on expert judgment informed by the available information. Adaptive management is used to learn about ecosystems as well as to control risk of adverse effects of specific projects. By defining key uncertainties associated with impacts or results of the project, adaptive management encourages collection of appropriate data that are needed to evaluate the project. These results are reviewed by scientists, who provide technical advice to a decision-making body that ultimately determines if program changes should be made to reach its objectives.

Experience with adaptive management has resulted in mixed results. The concept has proved useful for providing a structure that allows people with differing perspectives to agree to allow controversial natural resource actions to proceed, while working together to develop a greater understanding of the results and effects. At the same time, and in many cases, adaptive management has been challenged to fully integrate scientific input into management decisions. Also, some believe that adaptive management has failed to force hard decisions by managers, in spite of scientific results that support these decisions.

A key goal of adaptive management is to encourage accountability and transparency in decision-making. Scientific data, analyses and recommendations are intended to form key input to management decisions through adaptive management. Consequently, the quality of scientific work needs to be sufficient to be generally accepted and not in itself a source of significant uncertainty. Peer review of proposals and reports, involvement by independent scientists, statistical evaluation of research proposals and timely access to data are important ways of improving the credibility of scientific results.

1.1.3 Development of This AMP

This AMP is a requirement of the Cedar River Habitat Conservation Plan and the Landsburg Mitigation Agreement (LMA) and is to be in place prior to beginning operations of the replacement hatchery. In early 2000 the City of Seattle assembled a special scientific advisory panel as called for in the LMA. This panel was established to advise the City of Seattle and the other Parties to the LMA in developing plans for an effective, comprehensive, and biologically sound artificial propagation program consistent with the Habitat Conservation Plan. The panel included experts in sockeye biology, Lake Washington ecology, fish diseases, genetics and recent hatchery reform initiatives. They came from University of Idaho, University of Washington, U.S. Fish and Wildlife Service, National Marine Fisheries Service and U.S. Geological Survey. The science panel developed guiding principles for the hatchery embodied in *The Cedar River Sockeye Salmon Hatchery Plan* (Brannon et al., 2001). Recommendations from this document have been used to develop further program documents, including the AMP. The science panel reviewed the status and factors affecting sockeye in the Cedar/Lake Washington basin and recommended monitoring and research needs. The AMP is responsive to these recommendations. The hatchery plan provides guidelines for improving survival of hatchery releases and minimizing adverse interactions between hatchery and wild fish.

The development of the proposed AMP for the sockeye hatchery involved research into past and current efforts to implement adaptive management by others. No examples of the detailed application of adaptive management to hatchery operations were found in the literature; however, there were examples of the use of adaptive management in other natural resource applications. In addition to information gathered from this literature review, the Cedar River Sockeye Hatchery AMP relies on information gathered from three adaptive management workshops, sponsored by Seattle Public Utilities (SPU) and Washington Trout in 2001, 2002 and 2004. Regional and national experts were brought together to discuss the challenges and lessons learned from previous efforts to develop and implement adaptive management programs. This exchange of ideas and experiences provided guidance concerning how the AMP decision-making process should be structured to achieve AMP objectives.

Tetra Tech/KCM Inc. was contracted to develop the proposed Adaptive Management Plan. This effort involved various technical experts in salmon biology, hatchery issues, genetics, and sockeye salmon culture. The AMP for the Cedar River Hatchery was further developed by a group of select scientists, led by Dr. Tom Quinn, U. of Washington. An earlier version was reviewed by the Cedar River Anadromous Fish Committee (AFC), the advisory committee comprised of scientists and stakeholders established in the LMA to provide advice and consultation to the City concerning the implementation of the LMA. AFC membership currently includes City of Seattle, WDFW, NOAA Fisheries, U.S. Fish and Wildlife Service, Muckleshoot Indian Tribe, Trout Unlimited, Puget Sound Anglers, Washington Trout, King County, Long Live the Kings and the public at-large. Comments from committee members were reviewed by the authors. These comments included questions regarding the level of certainty associated with the effects of domestication selection; assumptions about fry survival rates; how future production levels would be established; whether measurements of fry to adult survival were meaningful assessments of fitness; and the need to establish clear thresholds and responses.

More recently, SPU has sought comment from Dr. Barry Gold, a recognized national expert in adaptive management (Dr. Gold led the adaptive management program for the Glenn Canyon Dam project). The Hatchery Science Reform Group (HSRG) reviewed the Cedar River sockeye hatchery, including the earlier version of the proposed AMP. The HSRG was established by Congress in FY 2000 to ensure that hatchery reform programs in Puget Sound and Coastal Washington are scientifically founded and evaluated; that independent scientists interact with agency and tribal scientists to provide direction and operational guidelines; and that the system as a whole be evaluated for compliance with scientific recommendations (further information on members of the HSRG can be obtained at www.longlivethekings.org/HRP_HSRG.html).

The hatchery AMP will be used to help to respond to uncertainties identified in the HCP adaptive management plan, including potential effects of the hatchery on naturally spawning Chinook and sockeye.

The AMP will be presented to the parties of the LMA for their acceptance after the State Environmental Policy Act (SEPA) process is concluded.

1.1.4 Key Features of this AMP

The Cedar River Hatchery Adaptive Management Plan includes a discussion of five key areas of uncertainty and describes the structural framework that guides scientific work as well as decision-making. The key uncertainties are as follows:

- Comparability between fry produced by the hatchery and in the river
- Effects on reproductive fitness in naturally spawning sockeye
- Effects on sockeye populations outside the Cedar River
- Effects on Cedar River chinook
- Effects on the aquatic community in Lake Washington.

The discussion of each of these uncertainties includes potential hypotheses, criteria, results and responses. The Plan is intended to be flexible and to be adjusted over time as necessary to reflect current knowledge or experience.

This plan includes an organizational framework (see Section 4) that is intended to promote credible scientific input and informed decision-making. The ultimate decision-making body is made up of representatives from the four Parties to the LMA: the City of Seattle, the U.S. Fish and Wildlife Service, National Oceanic and Atmospheric Administration (NOAA) Fisheries and the Washington Department of Fish and Wildlife. Under the LMA, the parties are committed to using adaptive management to address critical questions as they arise and make changes in management based on the results of monitoring to meet the specific objectives of the hatchery program. The parties receive advice directly from the Adaptive Management Work Group (AMWG) and will have access to recommendations from the scientist panels as well. The AMWG will include agency scientists and stakeholders. This group will be advised by the Independent Science Advisors (ISA), the Technical Work Group (TWG) and the Monitoring and Research Parties. Each group has a specific role as will be described below.

This structure is intended to allow the development of sound scientific direction that will help the decision-makers to manage the hatchery program. Considerable emphasis will be placed on measures needed to ensure that the appropriate monitoring data are collected in a scientifically and statistically sound manner so that results address key outstanding uncertainties. For example, the productivity of Cedar River sockeye and chinook will continue to be monitored to evaluate whether changes are occurring.

The fry production level for this hatchery is capped at 34 million fry, roughly double the hatchery capacity provided by the interim hatchery facility. The interim hatchery has operated since 1991 and the production levels have generally trended higher over its operations. The operation of the interim hatchery could have resulted in changes that are the subject of monitoring and evaluation under this adaptive management program. Thus, it will be important to consider baseline conditions as both pre-hatchery and interim hatchery, as appropriate, when considering reference conditions for the evaluation of impacts. In some cases, the availability of baseline information may limit comparisons with pre-hatchery or interim hatchery conditions.

The actual operating target level will be established annually by the parties to the LMA, based on factors including, but not limited to: 1) an assessment of the risk of irreversible harm; and 2) the goal, established in the Capacity Analysis, that over the long term and on average, hatchery returns will contribute no more than 50 percent of the overall sockeye return to the Cedar River. The assessment of risk will be a synthesis of monitoring results and analyses of the effects of the hatchery program in the key areas of uncertainty. Predefined thresholds will be established where possible, to aid in identifying levels where results would suggest that effects should be critically reviewed and action considered or implemented. Thus, setting the annual production goal for the hatchery is one of the primary outcomes of the adaptive management process. Results from adaptive management will also be used to improve returns as results from various culture strategies are learned and applied.

Key uncertainties reflect those issues that have special importance in terms of potential effects. One example is the special emphasis the hatchery program places on maintaining the reproductive fitness of naturally spawning sockeye in the Cedar River. Maintaining the productivity of natural spawning sockeye is critical to producing the larger salmon returns that are needed to hold more frequent fisheries, one measure of success. To do so means protecting the productivity of the sockeye population that spawns in the river over the long term. There are no studies that have examined the effects of a sockeye fry hatchery on reproductive fitness of a composite stock comprised of returns that have varying levels of hatchery and natural spawning influence. Consequently, the adaptive management program identifies the maintenance of reproductive fitness in Cedar River sockeye as a key uncertainty and directs monitoring to measure productivity of natural spawners over time. This program represents significant opportunity to study hatchery effects and contribute to a broader understanding of this issue.

To further reduce risk and to reinforce the fact that this program is intended to supplement, not detract from natural production of sockeye in the Cedar River, a unique goal of this hatchery is to adjust egg collection goals so that overtime and after an initial start up period, the return of naturally produced sockeye will be at least 50 percent of the total return. Thus, if natural productivity declines, hatchery production would decline as well. This quantitative goal is discussed in the Capacity Analysis section of the Program Documents and is intended to place heightened awareness on the need to maintain or improve the health of both naturally spawning sockeye and their habitat. This pioneering connection between hatchery and natural production is intended to help to avoid the replacement of naturally- produced sockeye with hatchery returns. Maintaining an upper limit of 50 percent hatchery origin in the return means that a significant portion of returns will have been subjected to the full range of selection pressures by spawning naturally. It also means that substantial numbers of sockeye used for broodstock in the hatchery will be of natural origin, which some believe will likely improve the fitness of the hatchery-origin sockeye as they return and spawn in the river. The proposed long-term maximum for hatchery-produced returns will be evaluated through monitoring and adaptive management and could be adjusted in the future.

1.1.5 AMP Implementation

Monitoring activity associated with the interim sockeye hatchery program, while not directed by the adaptive management plan, has been ongoing since the early 1990's. Results from this work are being used to guide the project through the oversight of the Cedar River Anadromous Fish Committee and the Parties to the Landsburg Mitigation Agreement. These data provide baseline information about the existing level of sockeye production and about the other salmonid populations and Lake Washington ecosystem. The AMP process will need to evaluate information that has been collected to date regarding effects of the interim hatchery as well as to establish future direction for the monitoring and evaluation elements as the replacement hatchery begins operation. There are known limitations associated with the interim hatchery that are being addressed in the design of the replacement hatchery. This adds complexity to the evaluation of the replacement hatchery, but also provides opportunity for insight into cause and effect relationships (e.g. size of returning females). The adaptive management process will need to consider whether changes have already occurred during the operation of the interim hatchery using all data that are available. Some of these analyses may be limited by the availability of data.

While the Cedar River Hatchery is not scheduled to be completed and operating until 2008, the AMP implementation schedule (see Section 4) calls for AMP activity to begin in 2006. The parties, with the advice of the Adaptive Management Work Group, will oversee the recruitment of the Technical Work Group as well as the development of a list of independent scientific advisors. Once the key groups are formed and operating parameters defined, a review of the AMP will occur in 2006. The primary purpose is to ensure that the people who will be involved with the implementation of the AMP have the opportunity for input. In particular, the TWG and the AMWG will be asked to evaluate the list of uncertainties, identify specific hypotheses for testing, review the monitoring program, and review and further develop criteria, thresholds and responses prior to implementation. Changes to this plan are expected at this point as those who will be working on this program apply their knowledge and expertise. Specificity in setting thresholds for specific criteria provides greater assurance of response when these are exceeded. Pre-determined responses will be identified and may be either changes to the hatchery program or initiation of a conscientious evaluation of the situation that may lead to an action as defined by the adaptive management process.

Much emphasis is being placed on the importance of reforming hatchery practices so that effects on natural populations are minimized. The adaptive management plan serves to address a common concern that many hatchery programs lack sufficient evaluation. Proper evaluation needs to document natural and hatchery contributions to adult returns as well as examine key areas where the hatchery program may be having adverse effects. The long-term commitment to monitoring associated with this hatchery is unusual and provides a basis of support for the AMP. Its implementation and success will rely on the cooperation of scientists, agencies and stakeholders to participate with objectivity and commitment to the goals of the program.

1.2 BACKGROUND

Adaptive management is an approach that incorporates monitoring and research to allow projects and activities, including projects designed to produce environmental benefits, to go forward in the face of some uncertainty regarding their consequences (Holling 1978; Walters 1986). In the adaptive management process, high priority is placed on learning about the subject ecosystem; in order to learn, management policies are designed as experiments to probe ecosystem responses (Lee 1999). Two essential characteristics of effective adaptive management are a direct feedback loop between science and management, and the view of management as an experiment (Halbert 1993).

The ecology of sockeye in the Lake Washington system is not completely understood and the effects of a Cedar River Sockeye Hatchery program on the Cedar River sockeye population, other Lake Washington basin sockeye populations, other basin salmonid populations, and the Lake Washington ecosystem as a whole are not fully predictable. The adaptive management approach was chosen as a hatchery management tool to allow better understanding of the performance and effects of the hatchery and promote effective management responses to new information. Adaptive management of the hatchery is intended to increase knowledge about the Lake Washington system and provide the flexibility to incorporate that knowledge into hatchery operations to avoid or minimize adverse impacts on the ecosystem.

The general adaptive management process is illustrated in Figure 1-1. Hypotheses are formulated in advance regarding important uncertainties. As the project begins its operation, data are collected to address the uncertainties. The results from the monitoring studies are then used to evaluate the hypotheses with respect to the project's goals. If a monitoring study finds that a threshold has been exceeded or that a project goal is not being met (e.g., there are impacts on other salmon in the ecosystem) due to hatchery operations, then the parties can decide to make modifications to reduce or avoid such impacts. Monitoring then continues to evaluate the success or failure of the response action, and to address new hypotheses that may be formulated as new issues arise.

While common concerns apply to most hatcheries in varying degrees, each program is unique and requires a customized evaluation program. The major uncertainties presented in this document are specific to the Cedar River Sockeye Hatchery and its operations. The concerns and uncertainties are likely to change over time as questions are answered and new ones become apparent. The results of studies need to be incorporated into the operation of the hatchery to be as successful as possible in meeting the dual objectives of producing returns and limiting impacts. Dr. Robert Naiman of the University of Washington has pointed out a series of steps leading to wise decisions. Samples or other forms of data must be collected, then analyzed to produce information, then interpreted to produce knowledge, then tempered with experience and judgment to produce wisdom. The successful operation of the hatchery will depend on this sequence of steps being unbroken.

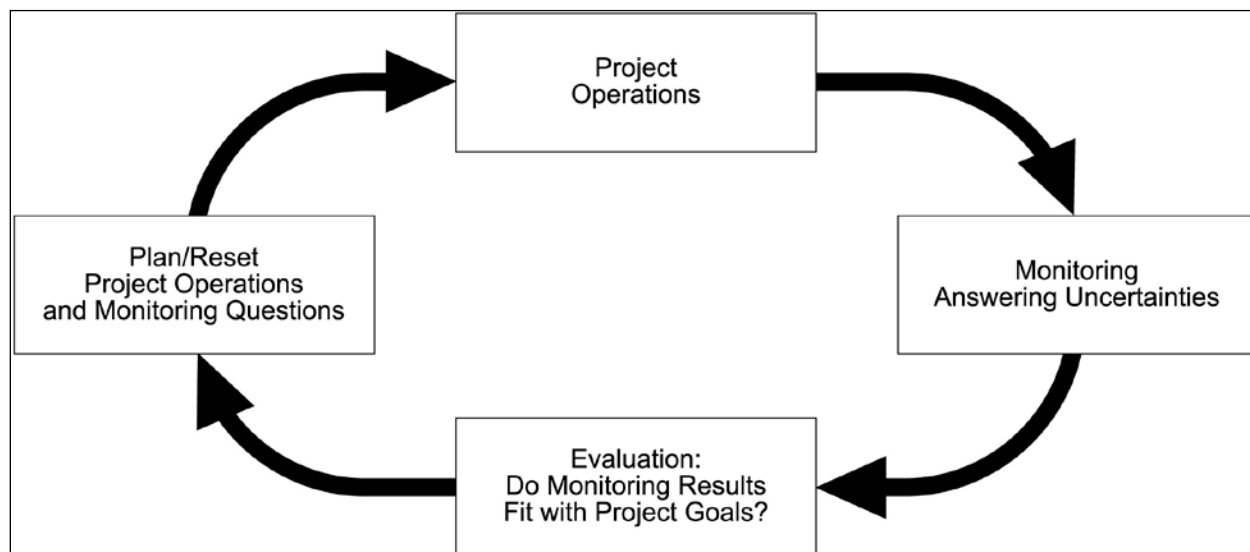


Figure 1-1. General Overview of the Adaptive Management Process

This document identifies only key uncertainties specific to the Cedar River Sockeye Hatchery, not the routine uncertainties that would be encountered in any hatchery program. The key uncertainties are those requiring a higher level of monitoring and research than has typically been available for hatchery programs. For each uncertainty, sections are presented addressing the following topics:

- **Definition and Importance**—This section defines the uncertainty and identifies its importance as it relates to the hatchery goals of producing fry and avoiding adverse ecological impacts.

- **Existing Data and Knowledge**—This section describes past and current research in the Lake Washington basin related to the uncertainty. Efforts were made to adequately represent all research and knowledge that was accessible and available.
- **Remaining Unknowns**—This section describes the ecological issues about which little is known. The unknowns covered are primarily those that have relevance for hatchery operations and meeting project goals.
- **Hypotheses**—This section presents priority hypotheses to be studied during initial project operation.
- **Monitoring and Research Plan**—This Adaptive Management Plan (AMP) has been prepared based on information available at a particular point in time. The results of studies underway may allay some of the concerns or heighten others. A proposed research and monitoring program has been outlined; final determination of the elements of the program will be made as part of the formal adaptive management process. This section provides an overview of how each hypothesis identified in the previous section should be studied. Contracted researchers will develop detailed study plans at a later date. Detailed study plans will include a power analysis when appropriate, which specifies necessary sample sizes, minimum detection levels, and appropriate significance levels so that there is confidence in study results and the ability to make management decisions based on them. This section identifies recommended study durations; however, studies could be continued or discontinued depending on initial study results and guidance of the technical work group. This section also includes a budget for investigation of these hypotheses (in 2001 dollars). The budget allocations in this document focus on the first 10 years of operation and could shift over time as knowledge is gathered.
- **Adaptive Management Actions**—This section describes potential outcomes for each monitoring and research hypothesis. For each outcome, potential management responses are listed. These responses are recommended strategies that could reconcile project operations with the project goals. However, the recommended strategies are subject to change as more information or different technologies become available. Ultimate management responses will be decided through the management process, as described in Section 4.

1.3 SUMMARY

This Adaptive Management Plan presents a technical discussion of the five major uncertainties in Section 2. The information for each uncertainty is then summarized in Section 3 of this document. The last section presents a strategy, principles, organization and decision process for the AMP.

This document is offered as a basis for discussions between appropriate parties to reach agreement on management roles and relationships and the responsibilities and authorities of participants. It has been prepared with the following goals:

- To provide a starting point for initiating the required research and monitoring of the ecosystem
- To establish an evaluation and management process to respond effectively with the full range of issues that may arise within the context of the hatchery program.

SECTION 2. KEY UNCERTAINTIES

The proposed Cedar River Sockeye Hatchery is designed to increase the average number of Cedar River sockeye salmon and to minimize or avoid adverse effects on the following:

- The existing sockeye population in the river
- Other sockeye salmon populations in the Lake Washington system
- Salmonid species in the basin
- The overall health of the Lake Washington ecosystem.

There is sufficient experience with hatcheries elsewhere to justify concern about these effects, though it is far from certain that they will occur. In this AMP, key areas of uncertainty are defined so that hypotheses can be constructed and tested through monitoring and evaluation. Information generated from this process will provide a basis for scientific evaluation and ultimately serve as the basis for changing the program to better meet project goals. Uncertainties and hypotheses are expected to change over time as questions are answered and new ones emerge. Five major uncertainties are presented below.

2.1 UNCERTAINTY NO. 1—ARE HATCHERY AND NATURALLY PRODUCED FRY SIMILAR IN SIZE, GROWTH, AND MIGRATION TIMING, AND AT A STABLE POPULATION COMPOSITION?

2.1.1 Definition and Importance

Until recently, the Cedar River population was composed of wild sockeye salmon. Since operation of the interim hatchery began, it has been composed of both hatchery and naturally produced sockeye. The intent is to maintain the natural attributes of this composite population so that fish of both origins can spawn successfully in the river. In keeping with this intent, there is a stated objective to keep naturally and hatchery produced fry “comparable.” Here, the term “fry” refers to individuals who have absorbed their yolk and either emerged from the gravel volitionally or have been released from the hatchery. Due to the difference between hatchery conditions and those in the river incubation environment, there is concern that the hatchery fry might differ from their naturally produced counterparts. The differences would be important if hatchery fry exhibited a handicap or an advantage compared with natural fry that could lead to shifts in the composite nature of the sockeye population and ultimately, affect the fitness of the sockeye population that spawns in the river.

The definition of “comparable” can be applied in many ways. For this AMP, it is important to use qualities that can be quantitatively compared, and can provide a basis for conclusions about similarities between hatchery and naturally produced fry. Comparisons of size, growth, and migration timing of the two groups of fry are instructive because they influence survival rates and can be examined in a way to produce statistically strong

results. In addition, it is possible to track the composition of the fry population to ensure that a balance of natural and hatchery fish is maintained.

The interpretation of the results of comparisons between hatchery and naturally produced fry needs to recognize the potential factors that may influence differences. For example, fry to adult survival rates can be influenced by emergence and release location, flow, feeding, time of day of release or emergence, time of year and other factors as well as by genetic influences. Comparisons that are influenced by as few variables as possible are more likely to lead to more accurate interpretations of cause and effect than those where many potential variables may influence results. Due to the number of variables potentially affecting results, comparisons of fry to adult survival are not a useful method for evaluating relative fitness between hatchery and natural fry. Fry to adult survival rates will be calculated and compared, however, in the effort to better understand factors affecting survival in general.

2.1.2 Existing Data and Knowledge

Research on hatchery and naturally produced sockeye salmon has been conducted at several juvenile stages. These stages include the fry stage when the fish are migrating out of the Cedar River into Lake Washington, the “pre-smolt” stage when they are in Lake Washington in March or April (about one to two months before they leave for salt water), and the “smolt” stage when the fish are leaving the Lake Washington system and entering Puget Sound through the Hiram Chittenden Locks (locks).

The Washington Department of Fish and Wildlife (WDFW) started sampling fry near the mouth of the Cedar River in 1992, the same year of initial releases from the interim hatchery. The fry-trapping program allows estimation of the number of fry entering the lake from the Cedar River and the natural-hatchery composition of the fry population. Table 2-1 presents the Cedar River fry production estimates and population composition for the 1991-2000 brood years. The hatchery component of the sockeye fry population has varied between 6 and 87 percent since 1991, with an average of 29 percent.

In addition to estimating the fry population, fry trapping can provide information on migration timing and fry size. Migration timing studies have shown that hatchery fry typically reach the lake before naturally produced fry, with the median migration date ranging from 8 to 46 days earlier for hatchery fish. Table 2-2 summarizes the median migration dates for hatchery and naturally produced fry in calendar years 1992 to 2002. The difference in migration timing could be due to factors such as the timing of egg take, the temperature of incubation water, and selective mortality of embryos in the river. Comparison of 2000 egg take timing and the spawning curve indicates that egg take did not occur before spawning in the river in that year (Figure 2-1). Data from 1999 indicated a similar pattern. However, the spawning curve given is based on counts of fish both spawning and migrating within the river and the true spawning time in the river could be later. However, most of the difference in migration timing is thought to be a result of the temperature of the spring water used to incubate eggs in the hatchery, which is slightly warmer than the water in the river.

TABLE 2-1.
CEDAR RIVER FRY ESTIMATES GENERATED FROM THE FRY TRAPPING STUDIES CONDUCTED
NEAR THE MOUTH OF THE RIVER

Brood Year	Sampling Year	Total Fry Production	Hatchery Fry (Percent of Total)	Naturally Produced Fry (Percent of Total)
1991	1992	10,400,000	600,000 (6%)	9,800,000 (94%)
1992	1993	28,800,000	1,700,000 (6%)	27,100,000 (94%)
1993	1994	24,700,000	6,600,000 (27%)	18,100,000 (73%)
1994	1995	14,300,000	5,600,000 (39%)	8,700,000 (61%)
1995	1996	5,800,000	5,100,000 (87%)	730,000 (13%)
1996	1997	38,300,000	13,900,000 (36%)	24,400,000 (64%)
1997	1998	32,700,000	7,600,000 (23%)	25,400,000 (77%)
1998	1999	18,500,000	9,000,000 (49%)	9,500,000 (51%)
1999	2000	12,000,000	3,000,000 (25%)	9,000,000 (75%)
2000	2001	52,400,000	14,500,000 (28%)	37,900,000 (72%)
2001	2002	43,600,000	12,000,000 (27%)	31,600,000 (73%)
2002	2003	42,300,000	14,400,000 (34%)	27,900,000 (66%)
2003	2004	47,900,000	9,200,000 (19%)	38,700,000 (81%)
Average		28,600,000	7,900,000 (28%)	20,700,000 (72%)

Sources: Seiler 1994; 1995, Seiler & Kishimoto 1996; 1997A; 1997B; Seiler et al 2004A, 2004B, 2005A, 2005B

TABLE 2-2.
MEDIAN MIGRATION DATES OF HATCHERY, NATURALLY PRODUCED, AND COMBINED SOCKEYE
FRY IN THE CEDAR RIVER FROM 1992-2004

Brood Year	Sampling Year	Median Date			Difference N-H (days)
		Natural	Hatchery	Combined	
1991	1992	3/18	2/28	3/12	18
1992	1993	3/27	3/07	3/25	20
1993	1994	3/29	3/21	3/26	8
1994	1995	4/05	3/17	3/29	19
1995	1996	4/07	2/26	2/28	40
1996	1997	4/07	2/20	3/16	46
1997	1998	3/11	2/23	3/06	16
1998	1999	3/30	3/03	3/15	27
1999	2000	3/27	2/23	3/20	32
2000	2001	3/10	2/26	3/06	12
2001	2002	3/25	3/04	3/18	19
2002	2003	3/08	2/24	3/03	12
2003	2004	3/21	2/23	3/15	26
Average		3/24	3/01	3/14	23

Source: Seiler et al 2005B

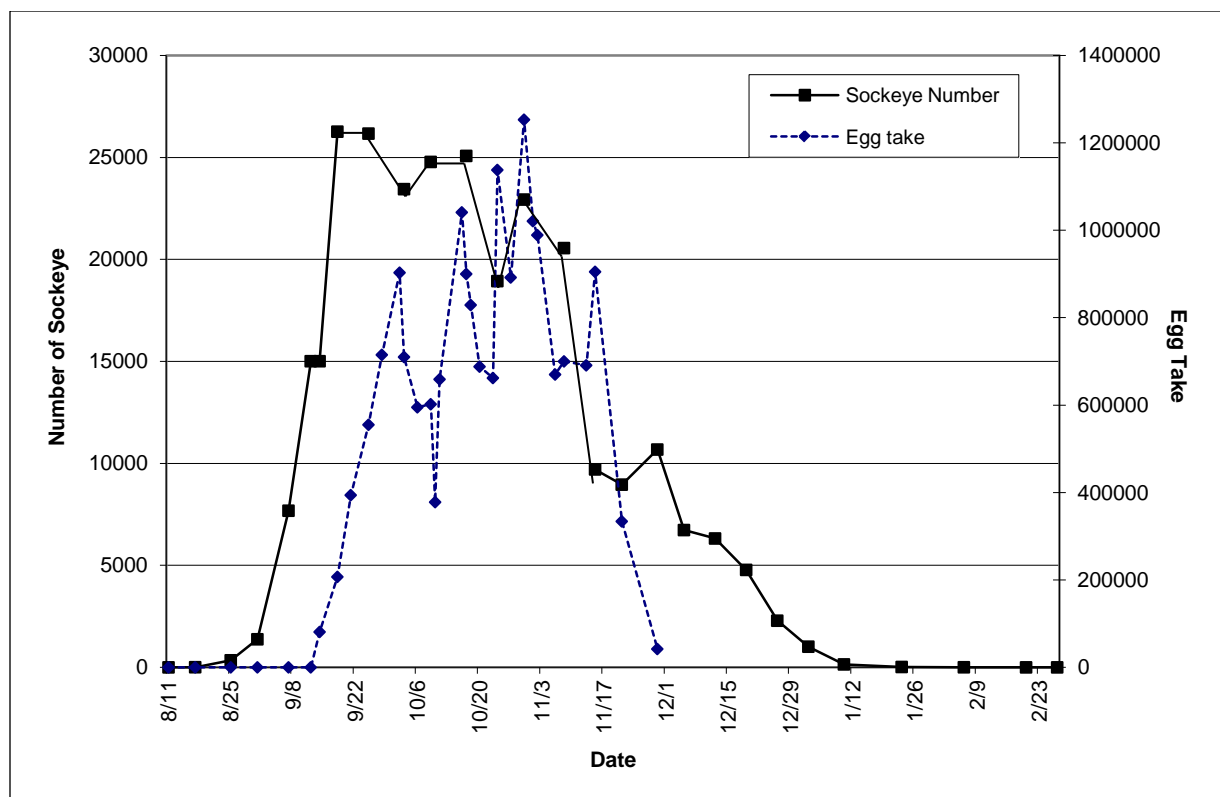


Figure 2-1. 2000 Egg Take Timing at the Hatchery and Counts of Live Sockeye in the Cedar River (WDFW data).

In the past, a portion of the outmigrating fry were measured at the fry trap. The average fry size is 29 mm (± 1 mm). The size of hatchery and natural fry at this time is assumed to be similar, as hatchery fry are not reared (David Seiler, WDFW, pers. comm.).

The fry trapping data allows estimates of in-river survival of some hatchery fry and the relationship between their survival, their release site along the river, and conditions during migration. Survival of naturally produced fish from the time of egg deposition to the time they reach the migration trap and the relationship between those survival rates and river discharge are estimated based on estimates of escapement and fecundity. In general, in-river survival of hatchery fry increased with river discharge during migration (Seiler and Kishimoto 1997b). For naturally produced fry, survival rates were negatively correlated with river discharge during the incubation period (Seiler and Kishimoto 1997b). Higher river discharges during egg incubation apparently decrease survival by mobilizing riverbed sediments, resulting in bed scour (Ames and Beecher 2001).

Pre-smolt surveys have been conducted each year in March or April. Scientists use these data to estimate the number of sockeye juveniles that are about to leave the system that year, as well as determine their average size. The results of these studies are forthcoming and will be regularly integrated into the AMP process.

Since 1995, studies on salmon smolts have been occurring at the locks. These studies mostly focus on chinook smolts, but also address the travel time, travel speed and residence time of coho and sockeye salmon and steelhead trout. These studies have not examined

sockeye size or other hatchery-related topics (Fred Goetz, U.S. Army Corps of Engineers, pers. comm.).

2.1.3 Remaining Unknowns

What mixture of natural and hatchery production is adequate to maintain ecological integrity of the Cedar River population?

The intent of the hatchery program is to boost production in the system without significantly lowering the ability of the sockeye population to successfully reproduce in the river. Therefore, there is a desire to keep a stable and healthy balance between the number of hatchery and naturally produced sockeye salmon at all life history stages. Based upon hatchery objectives, a population of 100 percent hatchery fry would represent a failure. However, it is not known at what point the population composition is balanced.

Based upon fisheries management policy and early analysis by the science panel (Brannon et al. 2001), the population composition should be about 50 percent hatchery and 50 percent natural returning adults (see the Capacity Analysis for a further discussion). If we assume that survival is roughly equal between the two groups after the incubation stages, then 50 percent would be the target composition at the fry stage. However, there are several unknowns about this composition from an ecological standpoint:

- It is not known how a 50 percent hatchery population would affect the ability of the population as a whole to spawn in the river.
- Given the effects of river scour on the natural population, there will be variability in the system depending on river conditions.

Overall, this important question cannot be easily answered. From the policy standards established, it will be assumed that 50 percent hatchery is the acceptable average for hatchery presence in the population. Adaptive management of other uncertainties (e.g., reproductive success, Lake Washington ecosystem health) will help assess this standard over time.

What are the growth, survival, and population composition of Cedar River sockeye fry once they enter Lake Washington?

There are limited data on the size and growth of hatchery and naturally produced sockeye fry in Lake Washington (Schroder memo, WDFW, 2005). The WDFW has been conducting pre-smolt estimates within the lake since the late 1960s or early 1970s. It is hoped that the results from these studies can be examined to identify trends in the size and growth of sockeye fry at the pre-smolt stage over the last 20+ years to provide a baseline for average size and growth, their variability, and relationship to density. Through establishing a baseline, it will be possible to detect any difference that might be seen in the Cedar River population as hatchery production increases. The otoliths of sockeye salmon produced at the interim hatchery have been marked by exposure to distinct thermal regimes, so those caught in the pre-smolt surveys are identifiable as hatchery or naturally produced. These samples will provide a basis for examining size differences between hatchery and natural fry at this stage and estimating the population's composition (hatchery and natural).

What are the growth, survival, and population composition of Cedar River sockeye smolts migrating through the locks?

Research on smolt passage at the locks has been conducted since 1995; however, there are no available data on sockeye size, growth, or hatchery-natural composition at this life stage. It is difficult to justify quantification of smolts as hatchery or natural as it would require lethal sampling that would affect other sockeye populations in the basin. In addition, pre-smolt sampling that occurs one to two months prior to smolt migration provides a comparable time point because much of the in-lake growth and mortality has likely taken place by this time. Due to these facts, the AMP focuses on pre-smolt sampling. However, smaller sample sizes will be used to establish ratios of hatchery smolts to wild smolts and their relative sizes.

2.1.4 Hypotheses

The following hypotheses will guide research and monitoring studies for this uncertainty:

- There is no difference in migration timing between hatchery and naturally produced fry.
- At the time of emergence, there is no difference in size of hatchery and naturally produced fry.
- The average proportion of hatchery fry in the Cedar River sockeye population does not significantly exceed 50 percent.
- At the time of pre-smolt surveys, there is no difference in size of hatchery and naturally produced fry.
- At the time of pre-smolt surveys, the proportions of hatchery and naturally produced sockeye do not differ from those that entered the lake as fry.

2.1.5 Monitoring and Research Plan

Migration Timing

Migration timing of sockeye population in the Cedar River should continue to be examined through fry trapping at the mouth of the river. The hatchery is designed to contain equipment to alter the water temperature in the hatchery to more closely follow the temperature of the river. Studies of migration timing should start when the new hatchery begins operation and continue for up to eight years to determine the effectiveness of this activity in matching the migration timing of hatchery and naturally produced fry. The developmental rate of salmon embryos is closely controlled by temperature, and after a few years it may be clear that only careful monitoring of temperature regimes is necessary to project emergence timing.

Fry Size at Emergence

Examination of naturally produced fry trapped at the mouth of the Cedar River can readily determine the size of these fry. Samples will need to be collected throughout emergence at the hatchery to provide comparable data. Fry retained for otolith analysis should have their length and weight recorded so that an average, range and variance for hatchery and

naturally produced fry can be calculated. These studies will coincide with those on migration timing, and will depend on the results of all fry trapping studies.

Fry Population Composition

The population composition of Cedar River fry should continue to be monitored. The composition estimates should cover years of varying escapement and river conditions to provide an accurate idea of the average and variability. These studies will occur over the first eight years of hatchery operations, coinciding with migration timing and fry size studies, and further data collection will be dictated by the results of all fry trapping studies.

Pre-Smolt Size and Growth

Annual pre-smolt surveys should be supported to allow comparisons of size and survival between hatchery and naturally produced fry, identified by otoliths. Comparison between sizes of fry entering the lake the previous spring and size of pre-smolts should allow growth estimation for the two groups.

Comparison of the relative survival and growth of sockeye fry will be complicated by the presence of naturally produced fry from other tributaries in the system (notably but not exclusively Bear Creek). These fish, if not accounted for, would influence the size and growth estimates of naturally produced Cedar River fry. It might be necessary to quantify the size of fry from northern lake tributaries and determine if any differences exist between the Cedar River and other sockeye fry populations. If there are no differences, then it could be assumed that there is not a high amount of bias in the growth and size estimates of naturally produced Cedar River fry due to presence of other wild sockeye populations. Study plans will account for this complication in their design.

In addition, it should be possible to collect scales from adult salmon (e.g., from fishery sampling) and back calculate their size as smolts. By also examining the otoliths, one could compare sizes of hatchery and naturally spawned fish. Scales removed from fully mature salmon can be difficult to read so recoveries at the hatchery and spawning grounds might not be suitable for such analysis.

This study should be conducted annually for up to 10 years and could be combined with studies of lake carrying capacity (see Uncertainty #5).

Pre-Smolt Population Composition

During pre-smolt surveys, fish should be collected to recover otoliths and identify the proportion of hatchery and naturally spawned fish for comparison with the proportions of hatchery and naturally produced fry entering the lake to determine if there is a difference in survival. As with the assessment of growth, the presence of wild fry from populations besides the Cedar River will complicate this analysis. Some idea of the contribution of sockeye from other tributaries to the lake population should be obtained. Ideally, fry would be trapped from the major tributaries (Issaquah Creek and Bear Creek) but in the absence of such data the abundance of these groups of fry might be estimated from counts of adults in the creeks and estimates of fry production from assumed survival rates or short-term field studies. In years when the basin's population is dominated by the Cedar River, this may not cause much error, but large escapements to sites other than the Cedar River will

weaken the analysis of fry to pre-smolt survival rates. Study plans will address this complication when developed. This monitoring will occur in the same years as fry population composition to allow for comparison data (initially, years 1 through 8).

Budget

The Habitat Conservation Plan (HCP) budget allocated a total of \$662,480 (1996 dollars) for fry trapping and counting and \$378,560 for fry marking and evaluation for 50 years. For each year, between 1 and 8, \$41,405 was allocated for fry trapping and counting. Fry marking and evaluation is allocated \$23,660 per year for years 1 through 8.

Table 2-3 provides a breakdown of the HCP allocation for the category each hypothesis falls into and the estimated amount that each study would cost. It should be noted that the pre-smolt survey cost is estimated at \$19,000 and is not a specific HCP commitment. Nevertheless, HCP funding and other sources have been identified to continue this monitoring activity due to its importance and efforts will be made to continue to support pre-smolt surveys.

2.1.6 Adaptive Management Actions

Migration Timing

Potential Study Outcomes

For migration timing, the potential study outcomes are as follows:

1. There is no significant difference in the migration timing of hatchery and naturally produced fry.
2. There is a significant difference in the migration timing of hatchery and naturally produced fry.

Threshold

If the timing of wild and hatchery runs differed, the process described in Section 4.8 will be followed to determine the cause and identify steps needed to rectify it. The timing of the migrations would be deemed “different” if statistical analysis of the distributions (e.g., test of means or medians, depending on the normality of the data) indicated a less than 5 percent chance that they were similar in two years out of five.

The unfavorable outcome would be a significant difference in migration timing between the two groups, which could lead to reduced survival of hatchery fish.

Currently there is a difference in migration timing between hatchery and naturally produced fish. To adjust the hatchery timing to more closely resemble the timing of naturally produced fish, the hatchery is to alter water temperatures to mimic the temperatures in the river. Initial study results will determine whether that is an effective method to fix the differential in migration timing. After implementation of water chilling, if a difference in migration timing is still found, other corrective measures would need to be developed.

TABLE 2-3.
ANNUAL BUDGET ALLOCATION FOR HYPOTHESES RELATED TO SIMILARITY IN FRY
SIZE, GROWTH, AND MIGRATION TIMING BETWEEN HATCHERY AND NATURALLY
PRODUCED FRY, AS WELL AS THE CEDAR RIVER JUVENILE POPULATION COMPOSITION

Hypothesis	HCP Budget Category	HCP Allocation		AMP		Comments
		Years	Amount ^a (per year)	Years ^b	Estimated Cost (per year)	
Migration Timing	Fry migration timing and size	1-8 24-27 42-45	\$41,405	1-8	\$40,000 ^c	Conduct with size and composition studies
Fry Size	Fry migration timing and size	1-8 24-27 42-45	\$41,405	1-8	\$40,000 ^c	Conduct with timing and composition studies
Fry Population Composition	Fry marking and evaluation	1-8 24-27 42-45	\$23,660 ^d	1-8	\$83,000 ^e	Conduct with size and timing studies
Pre-Smolt Size and Growth	None	—	—	Each year	\$19,000	Funding from other sources
Pre-Smolt Population Composition	Fry marking and evaluation	1-8 24-27 42-45	\$23,660	1-8	\$15,000 ^f	Funding from other sources
<p>a. Total amount allocated to all activities within that budget category (1996 dollars).</p> <p>b. Study years within the first ten years of the hatchery only. Further studies will be decided through analysis of study results.</p> <p>c. The total fry trapping cost is \$80,000, which includes both WDFW overhead and trapping for all species of salmon in the Cedar River. The City contributes about \$40,000 annually.</p> <p>d. This covers \$23,000 for fry marking in the hatchery.</p> <p>e. This estimate includes \$23,000 for fry marking in the hatchery, plus subsequent otolith analysis assuming 150 otolith samples per night for 30 nights at \$13 per otolith.</p> <p>f. Estimate is for otolith analysis only. Boat time and sample collection are included under the pre-smolt size and growth estimate.</p>						

Table 2-4 includes additional factors that could cause earlier migration timing of hatchery fish and ways to change operations to reduce the influence of that factor. At this time, it appears that the egg take timing does not begin before spawning in the river; however, this condition should be further analyzed if water temperature corrections are not effective.

TABLE 2-4.
FACTORS (OTHER THAN WATER TEMPERATURE) THAT COULD CAUSE EARLIER
MIGRATION TIMING OF HATCHERY FISH AS COMPARED TO NATURALLY PRODUCED FISH
AND POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
Collection of too many hatchery fish at the beginning of the spawning season.	Further study of egg take timing and river spawning timing. If a contributing influence of egg take timing is found on differential migration timing, the egg take/broodstock collection schedule should be altered to reduce the number of eggs/fish taken at the beginning of the run and increase the number of eggs/fish taken later in the run.
High density of alevins in the incubator promoting more rapid development	Alevin density can affect development rates. However, this relationship is also influenced by flow and substrate depth (Derek Poon, U.S. E. P. A., pers. comm.). Incubator conditions should be altered if this is a factor in earlier migration timing (e.g., reduced density, changes in water flow rates).

Fry Size Before Entering Lake Washington

Potential Study Outcomes

The potential study outcomes for this hypothesis are:

1. There is no difference in size of emergent hatchery and naturally produced fry from the Cedar River.
2. There is a difference in fry size of emergent hatchery and naturally produced fry from the Cedar River.

Threshold

If the lengths of natural origin and hatchery fry differed, the process described in Section 4.8 will be followed to determine the cause and identify steps needed to rectify it. The size of the fry would be deemed “different” if statistical analysis of the distributions (e.g., test of means or medians, depending on the normality of the data) indicated a less than 5 percent chance that they were similar in two years out of five.

The unfavorable outcome for this study would be a difference in fry size between the two groups. Abnormally small fry from the hatchery would have a handicap, resulting in low post-release survival rates. Large hatchery fry would have competitive advantages that would increase survival, complicating integration of natural origin and naturally produced fish. Size differences as small as 2 to 3 mm can greatly affect swimming performance and predator avoidance (Bams 1967), which ultimately affect fry survival. The difference in survival would alter the balance in the composite population. Different factors influencing fry size are listed in Table 2-5 with their potential methods of correction.

TABLE 2-5.
FACTORS THAT COULD CAUSE A DIFFERENCE IN THE SIZE OF HATCHERY AND
NATURALLY PRODUCED FRY AND POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
Direct or indirect selection of females for the hatchery with respect to body size, causing selection for egg size.	Ensure that broodstock collection methods result in random selection of females.
Hatchery rearing	Do not rear fry. Release them as soon as possible after volitional emergence.
Incubation substrate	Provide sufficient incubation substrates to avoid excessive alevin activity.

Pre-Smolt Size and Growth

Potential Study Outcomes

Potential outcomes for this research hypothesis are:

1. The size and growth of hatchery and naturally produced pre-smolts in Lake Washington are similar to each other.
2. The size and growth of hatchery and naturally produced pre-smolts in Lake Washington are significantly different from each other.

Threshold

If the lengths, weights, or condition factors (weight-length relationships) of natural origin and hatchery pre-smolts differed, the process described in Section 4.8 will be followed to determine the cause and identify steps needed to rectify it. The size of the pre-smolts, based on spring sampling, would be deemed “different” if statistical analysis of the distributions (e.g., test of means or medians, depending on the normality of the data) indicated a less than 5 percent chance that they were similar in two years out of five.

The undesirable outcome would be a difference in size and growth between the two groups. The potential causes of growth differential are listed in Table 2-6 along with potential methods of correction.

TABLE 2-6.
FACTORS THAT COULD CAUSE DIFFERENTIAL GROWTH BETWEEN HATCHERY AND
NATURALLY PRODUCED PRE-SMOLTS AND POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
Physiological condition causing an advantage or disadvantage in foraging and avoiding predators	Examine and alter size or attributes of fry leaving the hatchery/adjust release strategy.
Timing of release from the hatchery	Adjust the timing of hatchery fry to better match that of the naturally produced fish (see Table 2-4).

Pre-Smolt Population Composition

Potential outcomes of this hypothesis study include:

1. There is no difference between fry and pre-smolt population composition.
2. Hatchery pre-smolts represent significantly less than or greater than their proportion in the fry population, after accounting for fry produced outside the Cedar River.

The undesirable outcome would be more than 50 percent hatchery pre-smolts in the lake sockeye population (after accounting for other Lake Washington sockeye populations), or a decline in hatchery contribution to the overall population. Table 2-7 lists potential causes for a change in the proportion of hatchery pre-smolts in the Cedar River population and potential remedies.

TABLE 2-7. FACTORS THAT COULD ALLOW A CHANGE IN THE REPRESENTATION OF HATCHERY FISH IN THE PRE-SMOLT POPULATION AND POSSIBLE METHODS OF CORRECTION	
Factor	Method of Correction
Higher survival of hatchery fry while in the lake due to size or release date.	See correction methods under fry and pre-smolt size, growth and timing (see Tables 2-5 and 2-6).
Selective pressures favoring survival of hatchery pre-smolts over natural pre-smolts.	This would be difficult to measure and would likely have to be conducted with studies of the lake ecosystem if thought to be a significant factor.
Under-representation of hatchery fry caused by disease or behavior impairment.	Increase scrutiny of fry leaving the hatchery for health and minimize practices that could induce maladapted behavior.

2.2 UNCERTAINTY NO. 2—DOES THE HATCHERY REDUCE THE REPRODUCTIVE SUCCESS OF CEDAR RIVER SOCKEYE SALMON?

2.2.1 Definition and Importance

Reproductive success is the number of progeny produced per adult that survive to reproduce themselves. There are several components of reproductive success, including the number and size of eggs produced by females, their competence in selecting, preparing and defending breeding sites, and the survival of their offspring after emergence. For males, reproductive success depends on the ability to gain access to ripe females and fertilize eggs, and the survival of those embryos. Reproductive success is a complex function of individual traits (chiefly related to body size and date of spawning), density-dependent processes (including competition for breeding space by adults, competition for food by offspring, and predation), and environmental factors such as flooding in the river where spawning and incubation occur and temperature in the lake and at sea. Reproductive success is therefore a result of intrinsic, genetically influenced individual traits as well as processes extrinsic to the individual fish.

The life history patterns (e.g., size and age at maturity, egg size, spawning date, etc.) of populations are evolutionary adaptations to maximize reproductive success. The Cedar River population is not native, and the low reproductive success of the population (that is, few returning adults per spawner) may in part reflect the mismatch between genotype and environment. Reduction in reproductive success of the naturally spawning population would reduce the overall productivity of the system and might accelerate the decline of the naturally spawning population. Operation of the hatchery could affect reproductive success through various processes.

First, the hatchery might reduce the reproductive success of the naturally spawning population by removing some selective pressures on reproductive traits such as courtship and redd site choice. By spawning fish at random in the hatchery, smaller or weaker fish that would be at a disadvantage in the river might produce as many offspring as stronger individuals. Through time this can alter the reproductive success of the population.

Second, there might be some alteration in the genetic composition of the hatchery population (“domestication selection”) rendering them more fit for the hatchery and less fit for natural conditions. Such inadvertent selection has been documented, and at least some of the poor performance of hatchery-origin steelhead spawning in rivers compared to sympatric wild steelhead may result from this process (Chilcote et al. 1986; Leider et al. 1990), although steelhead hatcheries rear their fry for a year or more while the sockeye hatchery would be releasing the fry soon after they leave the incubators.

Third, the hatchery may tend to select for phenotypes that are natural but that do not represent the full spectrum of the naturally spawning population. The adults have an unusually protracted period of spawning (from September until December or even later) compared to other sockeye salmon populations. It is not clear whether this reflects recent evolutionary adaptation to the Cedar River and Lake Washington basin or ancestral patterns. Baker Lake sockeye, from which the Cedar River population is thought to be largely derived, do spawn over a similar time period (late September to December; Washington Department of Fisheries et al. 1992). There is a strong genetic basis for spawning timing in salmon, and other life history traits tend to co-vary with spawning date such as body size, energy and reproductive allocation (Hendry et al. 1999), and the location of spawning. Assuming the present condition reflects natural selection in the Lake Washington basin, a change in the temporal and spatial distribution of spawning might reduce the reproductive success of naturally spawning salmon in the future.

2.2.2 Existing Data and Knowledge

Some data on the age, size, egg size, fecundity, and morphology of Lake Washington (including Cedar River) sockeye were reported by Quinn et al. (1995) and Hendry and Quinn (1997). WDFW has been conducting research on sockeye returning to the Cedar River. Their data includes an examination of size, fecundity, egg size, and age at maturity of hatchery and naturally produced fish. These data are currently being analyzed and will be considered in the adaptive management process as they are available.

In addition to research on phenotypic traits, there have been several studies of the genetic structure and ancestry of Lake Washington basin sockeye (e.g., Hendry et al. 1996, 2000; Bentzen and Spies 2000; Spies et al. 2001; Young et al. 2001). Despite this work, there is

considerable uncertainty about the origins and present structure of the populations. It seems most likely that the present Cedar River population was derived from transplants from the Baker Lake system in the 1930s and 1940s, though it is difficult to rule out contributions from other transplants. Moreover, the existence of small native sockeye and kokanee populations in the Lake Washington system (though probably not the Cedar River) seems likely but it is difficult to be certain which (if any) present populations represent pure “native” sockeye.

Results of adult carcass collection for 1997-2000 are presented in Fresh et al (2003). They conclude that in some comparisons that hatchery origin female sockeye were significantly smaller than those of natural origin females of the same age. They also conclude that there are differences in adult distribution during spawning and that the broodstock collected to date are timed earlier than the overall run. They found no significant differences in age at maturity or return timing between hatchery and natural origin returns.

2.2.3 Remaining Unknowns

Is there a trend in body size, fecundity and egg size through time?

Many Pacific salmon populations, including ones in the Puget Sound area, have experienced declines in body size over the past decades; in others there is evidence of significant annual variation. There are many possible reasons for this, including but not limited to, changes in smolt size (including hatchery effects), changes in age composition of spawners, temperature regimes and competition for food at sea, and selective fishing. Declines in size may manifest themselves in reduced fecundity (Washington and Koziol 1993). It is possible that changes in growing conditions in the lake (i.e., smolt size) could affect age composition and fecundity, however, this relationship has not been examined in Lake Washington. It is possible that data from ongoing studies or retrospective analysis of existing data could shed light on this question.

What is the relationship between spawning date and location of spawning?

Sockeye salmon that return early to the Cedar River tend to spawn in the upper reaches of the river to a greater extent than those returning later (Ames and Beecher 2001). Recoveries of otoliths from experimental groups released from the hatchery into the upper, middle and lower reaches of the river indicated that adults tend to return to the site where they were released more often than would occur by chance (Fresh et al 2003.). During the period of evaluation, samples taken during the broodstock collection period, suggesting that hatchery returns tended to favor upstream spawning areas more so than naturally produced sockeye. It is likely that naturally spawned fry emerging from specific reaches of the river will return to those reaches, resulting in partial segregation of the run in space and time. There is abundant evidence that early and late spawning salmon differ in longevity and other life history traits (Perrin and Irvine 1990; Hendry et al. 1999), and so timing is not merely a random variable but is associated with other important adaptations. Therefore, it is important to understand how adults returning over the course of the spawning season distribute themselves in the river.

2.2.4 Hypotheses

Abundance, life history patterns, and genetic structure of salmon populations are not fixed. Some variation is both inevitable and beneficial. Nevertheless, some changes would foreshadow declines in fitness and are cause for concern. The following null hypotheses will guide initial monitoring and research studies for this uncertainty:

- The size and age composition of the population at maturity of Cedar River sockeye will not show a trend over time.
- The relationships between body size, fecundity and egg size of female sockeye in the Cedar River will remain constant.
- The spatial and temporal distribution of spawning will remain constant over time.
- There will be no difference in reproductive success between hatchery and naturally produced sockeye spawning naturally.
- There will be no trend toward lower overall reproductive success of naturally spawning sockeye over time.
- The genetic composition of the Cedar River sockeye population will not change over time.

2.2.5 Monitoring and Research Plan

Size and Age at Maturity

To investigate size at age, adult sockeye should be sampled for otoliths or scales to determine age and their length should be measured. This will allow a long-term comparison of size at maturity to determine if sockeye are becoming smaller or if the age composition is changing. As part of routine operations, a sample of the adult salmon spawned at the hatchery and carcasses retrieved from the river need to be measured and their otoliths removed to assess the proportion of hatchery and naturally produced fish. Body size measurements should use the same methods each year (e.g., mid-eye to hypural plate) and ages of naturally spawned fish should be validated using otoliths of known-age hatchery fish. Size data should be collected at the hatchery annually from fish spawned on each egg-take date. Otolith collection, at both the hatchery and in the river, should occur in years 1-10. Lengths of fish spawning in the river should also be collected during years 1-10. Further data collection will depend on initial study results and analysis.

A broodstock collection site located as close as possible to the mouth of the Cedar River would allow collection of a random sample of sockeye as they migrate. The location of the broodstock collection facility used for the interim hatchery limits access to later returns and to downriver spawners. A sampling approach could then be developed to gather samples that accurately characterize the sockeye run.

Fecundity and Egg Size

Female body size, egg size, and fecundity should be examined over time to determine if any decrease is occurring in the population. Study methods should include taking female

lengths, weighing the total mass of fresh (i.e., not water-hardened) eggs she produces, and collecting a small number (about 50) for separate weighing and counting. This should provide an accurate estimate of egg size, fecundity, and gonadosomatic index. These females should also be sampled for otoliths to determine age and origin (hatchery or river). This should allow detection of any differences in reproductive output between natural and hatchery fish, and among hatchery treatment groups. Relationships between size, age, egg size, and fecundity can also be examined.

Spawning Date and Location

To examine how spawners returning at different times over the spawning run distribute themselves in the river, tagging studies should be conducted. Adult sockeye should be trapped at the mouth of the river or the broodstock collection facility at various times during the spawning run and tagged. Recovery surveys should then be conducted to trace where those fish go in the system and ultimately spawn. These studies could be conducted in connection with tagging and movement studies of sockeye in the lake as well (see Uncertainty No. 3), and should be connected with length, age, and otolith examination.

Reproductive Success

The null hypothesis is that after one or more generations of breeding in the hatchery, the reproductive success of naturally spawning sockeye salmon will not differ between individuals whose parents were bred in the hatchery and those whose parents were not. Under this hypothesis, hatchery-bred fish spawning in the river (from the first years of the hatchery) would produce progeny that could not be distinguished from naturally spawning fish, so only the effects of a single generation of hatchery production could be assessed.

This hypothesis could be tested by allowing adults (of unknown parentage) to enter and spawn in a discrete area such as a spawning channel. Otolith examination (post-mortem) would determine their origin and DNA parentage analysis (from fin-clips of adults and fry) could determine whether the *per capita* fry production differed between naturally spawning and hatchery parents. This assessment would depend on having a mix of naturally spawning and hatchery parents; if all the parents were hatchery produced then no light would be shed on the question. This would not be known until after the spawning had taken place, and so the study should be conducted in a season when an approximately equal ratio is expected. This study should be conducted in years 1-2 and repeated in years 9-10.

In addition to this direct (albeit somewhat controlled) comparison, the reproductive success of the two groups could be compared in an indirect, less controlled manner. Knowing the number of females that spawn in the river each year and estimating (from otolith examination) the proportion of hatchery females, will allow comparison of the number of fry produced per female among years with varying proportions of hatchery females. The drawbacks to this method are that many years of data would be required and that other factors affecting fry production (notably density, flow, and variation in spawner distribution) would have to be considered in the analysis.

The possibility of the population becoming progressively less fit for natural reproduction will have to be evaluated. This is complicated by non-genetic factors (notably flooding during incubation and flow-related survival during migration by fry to the lake). However,

a decrease in the flow-adjusted survival rate over time would be cause for concern because even under present conditions the naturally spawning population is barely replacing itself. To evaluate this possibility, adult to adult survival for hatchery and natural origin groups within year and over time will be evaluated along with fry production per capita for naturally spawning sockeye.

Genetic Composition

Life history traits such as spawning date and body size reflect both genetic and environmental influences. In addition to these phenotypic traits that are subject to natural selection and affect fitness, there are biochemical and molecular traits that appear neutral to selection and are not influenced by environmental conditions. Such traits have been used to test hypotheses regarding ancestral origins and present population structure in the basin (Hendry et al. 1996, 2000; Bentzen and Spies 2000; Young et al. 2001). Because the different variants of the alleles apparently confer no fitness benefits, there is no “ideal” genetic composition that needs to be maintained. Rather, it is generally believed that levels of genetic diversity, as indicated by these traits, are associated with the overall health of the population (Ryman 1991; Waples 1991). In addition, shifts in gene frequency might be associated with changes in adaptive traits not being measured.

Over the past few decades there have been many very rapid changes in the tools used for studying the genetic composition of populations, and we might anticipate further advances in this scientific discipline (Carvalho et al. 1994). Progress has been made, not by rejecting early techniques (e.g., polymorphic proteins) but by adding other techniques and markers (e.g., mitochondrial and nuclear DNA). It therefore would be unwise to recommend any particular technique for genetic analysis. Rather, it will be most important to collect and archive samples from a fraction of the naturally and hatchery produced salmon, and from other spawning populations in the basin, such as Bear Creek. Annual processing of these samples will be unnecessary and no specific management action would result from small changes in the frequency of alleles in the population. However, it would be prudent to conduct analysis on a periodic basis to track trends over time. Genetic studies should occur at the end of the first decade of hatchery operations (years 9-10), in conjunction with reproductive fitness studies.

Budget

The HCP budget allocated a total of \$567,840 over the life of the project to monitor phenotypic and genetic traits, tentatively budgeted as \$35,490 per year for years 1-4, 9-12, 28-31, and 46-49. Otolith recovery from returning adults was budgeted at \$47,320 per year for years 1-12, 28-31, and 46-49. These years were presumably selected to permit collection of the returning adults that had been marked in the earlier years (24-27 and 42-45) and to parallel genetic analyses. Table 2-8 presents the allocated and estimated budgets.

TABLE 2-8.
BUDGET ALLOCATION FOR HYPOTHESES RELATED TO REPRODUCTIVE FITNESS AND
GENETIC COMPOSITION OF CEDAR RIVER SOCKEYE

Hypothesis	HCP Budget Category	HCP Allocation		AMP		Comments
		Years	Amount ^a (per year)	Years ^b	Estimated Cost (per year)	
Size and age at maturity	Otolith recovery from returning adults	1-12 28-31 46-49	\$47,320	Size: annual Otoliths: 1-10	\$45,000 ^c	Conduct in conjunction with fecundity and egg size sampling
Fecundity and egg size	Phenotypic and genetic traits	1-4 9-12 28-31 46-49	\$35,490	Annual	Hatchery Operation	Should be a routine hatchery operation
Spawning date and location	None	—	—	1-4	\$25,000	Conduct in conjunction with otolith recovery
Reproductive Success	None	—	—	1-2 9-10	\$35,000	Combine with genetic composition in all but years 1-4
<p>a. Total amount allocated to all activities within that budget category.</p> <p>b. Study years within the first ten years of the hatchery only. Further studies will be decided through analysis of study results.</p> <p>c. Size measurements at the hatchery should be integrated with hatchery operations. Measurements of salmon from the river and otolith extraction and processing are accounted for in the cost estimate. This supplies only a portion of the total amount. A total budget of \$167,000 would be required for collection of otoliths in the field and at the hatchery, otolith analysis, fry marking, data analysis and report preparation, and WDFW overhead (Kurt Fresh, WDFW, pers. comm.). \$23,000 for fry marking is included in the budget for Uncertainty #1 (see Table 2-3).</p>						

2.2.6 Adaptive Management Actions

Size and Age at Maturity

Potential Study Outcomes

Plausible outcomes of this study are as follows:

1. There is no trend in size and age at maturity of Cedar River sockeye over time.
2. There is a trend toward decreasing size at age and increasing age at maturity, or increasing size at age and decreasing age at maturity of Cedar River sockeye over time.

Threshold

If the size at age or age composition of natural origin and hatchery produced adults differed, the process described in Section 4.8 will be followed to determine the cause and identify steps needed to rectify it. The size of the adults, based on random samples from the weir, would be deemed “different” if statistical analysis of the distributions indicated a less than 5 percent chance that they were similar in two years out of five.

Length at age data would be examined by analysis of variance with age and brood year as factors. Age composition would be tested by a chi-square contingency test or other test for categorical data. In addition, there might be a progressive trend that was not significant in a few years but was evident over time. To test for such a trend, the average length at age 1.2 (the modal age for this population) would be calculated for natural origin and hatchery adults. We would first test for a significant trend in each population, and then if the slopes differed significantly from 0 (i.e., there was evidence of a trend) we would compare the slopes from the two groups. These regression relationships would be calculated annually.

The undesirable outcome would be significant differences in age at maturity or size at age between hatchery and natural origin adult returns. Table 2-9 lists the potential causes of this outcome and possible methods of correction.

TABLE 2-9. FACTORS THAT COULD CONTRIBUTE TO DIFFERENTIAL SIZE AND AGE AT MATURITY FOR CEDAR RIVER SOCKEYE AND POSSIBLE METHODS OF CORRECTION	
Factor	Method of Correction
Alteration of size-selective pressures in the hatchery.	Through AMP, review hatchery procedures and adjust as appropriate.
Smaller smolts spending more time in the ocean.	Assess smolt size and reduce the production of fry if the changes are serious enough to compromise the population's productivity. Adjust release strategy.
Changes in growing conditions at sea.	Nothing, but need to incorporate these changes into forecasts for capacity and egg needs.

Fecundity and Egg Size

Potential Study Outcomes

Plausible outcomes of this study include:

1. Egg size and fecundity of returning female Cedar River sockeye remain unchanged over time, as absolute averages and as functions of body size.
2. There is a reduction or increase in egg size and fecundity relative to body size of returning female sockeye salmon in the Cedar River over time.

Threshold

Egg size and fecundity will be examined by ANOVA with origin (natural or hatchery) and brood year as factors. Such analysis does not consider differences in body size, however. Accordingly, the data will also be examined using ANCOVA (analysis of covariance) with length as the covariate to determine if the natural and hatchery produced fish differ in reproductive output as a function of body length. To test for trends over time we will use both the raw mean egg size and fecundity data and size-adjusted data by using the expected value for each year at a fixed length. That is, we will calculate the slope of the length-fecundity relationship for each year and then estimate the fecundity of females of a given length (e.g., 60 cm) in each year. If any significant patterns are detected, the process described in Section 4.8 will be followed to determine the cause and identify steps needed to rectify it.

The undesirable outcome would be a reduction in egg size or fecundity in females. Table 2-10 lists the potential causes of these reductions and possible methods of correction.

TABLE 2-10. FACTORS THAT COULD CONTRIBUTE TO REDUCED EGG SIZE AND FECUNDITY IN CEDAR RIVER SOCKEYE FEMALES AND POSSIBLE METHODS OF CORRECTION	
Factor	Method of Correction
Smaller female body size results in fewer or smaller eggs.	Determine whether the decline is related to growth rate or age at maturity, and examine ecological processes and possible inadvertent selection in the hatchery. Ensure broodstock is representative at the run.
Slower growth in fresh water could result in fewer, larger eggs relative to body size. (Might not be true for sockeye.)	Consider reducing fry production if the changes are serious enough to compromise the population's productivity.
Slower growth at sea results in fewer, larger eggs relative to body size, or more rapid growth results in more, smaller eggs.	Nothing, but need to incorporate these changes into forecasts for capacity and egg needs.

Spawning Date and Location

This subject examines the pattern of spatial and temporal distribution and the co-variation of these traits with life history patterns and with hatchery/natural origin. The first need for this study is to determine the prevailing patterns, building on detailed work done in 1969 (reported by Ames and Beecher 2001). The second need is to determine whether the hatchery might be affecting these patterns.

Potential Study Outcomes

Plausible outcomes of this study include:

1. The spatial and temporal distributions of spawning by sockeye in the Cedar River are independent.

2. There is a tendency for earlier (or later) returning salmon to spawn predominately in the upper (or lower) section of the river.
3. The timing and spatial distribution of salmon is independent of their life history traits (e.g., size, age, in-stream life)
4. Large body size and longer in-stream life are associated with early arrival or upstream distribution.
5. The hatchery-origin salmon tend to return earlier than naturally spawned salmon.

Threshold

The weighted average spatial distribution (corrected for missing values) as indicated by WDFW live counts of sockeye in the Cedar River will not show a significant change over the years, nor will there be changing interactions between date and location of spawning. Changes from year to year might result from a variety of physical factors, density, etc. and might not indicate an underlying shift in the behavior of the salmon. Accordingly, only progressive shifts of the same nature (e.g., fewer fish spawning at upriver locations) will be considered important, not merely differences in distribution from one year to the next. Such changes will be assessed by separating the river into discrete reaches and binning the counts into these reaches for the temporally discrete surveys each year. If any significant patterns are detected, the process described in Section 4.8 will be followed to determine the cause and identify steps needed to rectify it if the change is related to hatchery practices.

The undesirable outcome would be a tendency for the hatchery broodstock collection to disrupt the natural pattern of spatial and temporal distribution, and co-variation of spawning date with life history traits (notably size and in-stream life). Table 2-11 lists the potential causes of changes in the population and possible methods of correction.

TABLE 2-11. FACTORS THAT COULD CONTRIBUTE TO DIFFERENTIAL SPAWNING TIMING AND LOCATIONS FOR CEDAR RIVER SOCKEYE AND POSSIBLE METHODS OF CORRECTION	
Factor	Method of Correction
Broodstock collection practices disproportionately remove a portion of the population in space and time.	Alter broodstock collection schedules to more accurately represent the entire run and encourage full utilization of the river.
Harvest in Lake Washington removes a specific portion of the population.	Determine patterns of lake entry, movements, upriver migration and spawning date and location (see Uncertainty No. 3). Shift broodstock collection practices to spread harvest over the entire run.
Predominant releases of hatchery fry in the lower river.	Sacrifice survival rate to provide full use of the upper river by releasing fry upriver.
Disruption of space-time continuum.	Make sure that fry from early spawning are predominantly released in the upper river and later fry released downriver, if this is the natural pattern.

Reproductive Success

Potential Study Outcomes

Potential outcomes of this hypothesis study include:

1. Hatchery and naturally produced sockeye have similar rates of reproductive success when spawning naturally, and there is no overall trend in fitness over time.
2. Hatchery sockeye have lower rates of reproductive success when spawning naturally than do naturally produced sockeye, and there is a decreasing trend in productivity over time.

Threshold

Estimates of the number of natural origin sockeye salmon fry leaving the Cedar River each year will not show either a significant downward trend over the years, nor a significant correlation with the proportion of hatchery origin spawners in the parental generation. The production of fry is related to both the number of spawning adults and also the peak river discharge during the incubation period. Therefore, the multivariate relationship between fry production and these variables will be calculated, and the residuals from this relationships will be examined from either a time trend or a correlation with the relative abundance of hatchery origin parents. Alternatively, analysis may have to be limited to years with relatively low peak flows ($< 100 \text{ m}^3/\text{sec}$) because when flows are high the survival rates of embryos are so low that there would be little power to detect patterns related to origin or year. If any significant patterns are detected, the process described in Section 4.8 will be followed to determine the cause and identify steps needed to rectify it if the change is related to hatchery practices.

Comparison of adult to adult return rates for hatchery and natural origin sockeye will be made. The adult to adult return for hatchery origin sockeye is expected to exceed that of natural origin sockeye due to the survival benefit of the protected hatchery environment during incubation. The magnitude of this difference will be evaluated each year and over time. Multivariate trend analyses would determine if within year differences in survival rates of the same magnitude over time.

The undesirable outcome would be differential reproductive success between hatchery and naturally produced sockeye or a decreasing trend in fitness in the population over time. Table 2-12 lists the potential causes of the reduced fitness in the population and possible methods of correction.

TABLE 2-12.
FACTORS THAT COULD CONTRIBUTE TO DIFFERENTIAL REPRODUCTIVE SUCCESS FOR
CEDAR RIVER SOCKEYE AND POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
Relaxation or alteration of sexual selection processes	Alter spawning methods at the hatchery to more closely follow natural conditions. However, this alteration in hatchery methods would not be easy as sexual selection processes are not well understood in natural systems.
Inadequate contribution of naturally produced sockeye salmon to the population.	Increase the target goal of naturally produced adults above 50 percent.

Genetic Composition

Potential Study Outcomes

Potential outcomes of this hypothesis study include:

1. There is no change in the genetic composition of Cedar River sockeye salmon over time, as measured by molecular markers.
2. There is a reduction in genetic diversity in Cedar River sockeye salmon over time.

Threshold

The possible loss in genetic diversity will be assessed using three indicators: 1) the average number of alleles per locus (or the total number of alleles across a standard set of loci), 2) the level of heterozygosity in the population, and 3) the effective population size (N_e), measured on an absolute basis or relative to the total population (i.e., ratio of N_e/N). Significant changes at any of these three indicators would result in initiation of the process described in Section 4.8 to ascertain what might be causing the changes and what steps might be taken to reverse them.

The undesirable outcome would be a reduction in genetic diversity or a dramatic change in genetic composition caused by hatchery practices. Some change, however, is not necessarily undesirable as evolution is a natural process as the population fluctuates randomly and in response to environmental changes. Table 2-13 lists the potential causes of genetic change in the population and possible methods of correction. Note, however, that it is unclear what level of change constitutes a problem. Genetic changes might be difficult to adjust because their correlation with adaptive traits is unknown.

TABLE 2-13.
FACTORS THAT COULD CONTRIBUTE TO A CHANGE IN GENETIC COMPOSITION FOR
CEDAR RIVER SOCKEYE AND POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
Relaxation of selective pressures during spawning and incubation.	This is inherent in hatchery practices and probably cannot be corrected.
Selection of unrepresentative salmon for spawning.	Increase efforts to randomly select broodstock to ensure that the tails of the distribution of traits, including timing, size, shape are represented.
Inappropriate breeding scheme.	Consider a different breeding scheme, based on models of genetic drift.

2.3 UNCERTAINTY NO. 3—WILL THE HATCHERY ADVERSELY AFFECT SOCKEYE POPULATIONS OUTSIDE THE CEDAR RIVER?

2.3.1 Definition and Importance

The Cedar River and hatchery are part of the Lake Washington basin that includes other populations of sockeye salmon and kokanee, the non-anadromous form of the species. Kokanee populations spawn in Bear Creek, Issaquah Creek and other creeks. Sockeye also spawn in the Bear and Issaquah Creek systems, as well as other creeks and on beaches of Lake Washington. These populations are important components of the basin's biodiversity and the overall production of sockeye salmon. They probably include ancestral lineages of *O. nerka* in the basin that pre-date the transplants in the 1930s and 1940s. The sustainability of these putative populations is desirable from the standpoints of both production and conservation. There are several mechanisms through which the sockeye and kokanee populations in the basin could be affected by the hatchery: increased fishing pressure, ecological effects, or genetic effects.

The most direct mechanism by which the hatchery might affect other sockeye salmon populations is by increased fishing pressure, which could reduce other populations below replacement levels. This concern is common to all populations in the basin but is most acute for the beach-spawning sockeye salmon. They are relatively scarce and predominantly spawn in the southeastern section of the lake, so fisheries might be expected to exploit them more than populations migrating to the Sammamish River or Lake Sammamish. If the hatchery increases the number of Cedar River sockeye salmon in excess of the production needs of the hatchery and the river's escapement goal, there will be fisheries to catch the surplus. The more successful the overall production of sockeye from the Cedar River and from the hatchery, the more frequent or heavy the fisheries in Lake Washington will be. Natural populations are expected to be less productive than the hatchery-supplemented population (this is, after all, the point of the hatchery) and could be over-fished, causing their decline or extinction. This can be averted only if the fisheries are managed, in space or time, to catch primarily Cedar River fish. Present fishery management restricts the time, quantity, and location of tribal and recreational fisheries. Each year, the Muckleshoot Tribe and the WDFW evaluate counts of sockeye salmon at the locks from early June to late July. These counts help determine whether a sufficient number of fish have returned to the

system to support fisheries without compromising the escapement goal. If the counts are sufficient, the fishery is typically open in July for a matter of weeks, until the surplus fish are caught. Cedar River sockeye are targeted during fishing openings and, to avoid catch of northern lake tributary sockeye, fishing activities are restricted to the region of the lake south of the Evergreen Point Bridge (Highway 520), under the assumption that sockeye migrating to the north end of the lake will predominantly occupy the area north of the bridge. However, the beach spawning populations in the lake may mix with Cedar River fish, making it difficult to manage separately due to mixing and their small population.

The second mechanism by which the hatchery might affect the other sockeye salmon populations is through changes in the lake's ecosystem. This uncertainty is addressed in detail below (Uncertainty No. 5).

Third, it is possible that the hatchery might affect the genetic composition (hence the fitness) of other populations. This might occur if significant numbers of Cedar River sockeye strayed and interbred with the other populations.

2.3.2 Existing Data and Knowledge

There has been some research conducted on the genetic structure of various Lake Washington sockeye and kokanee populations. The extent to which these populations are discrete, and which (if any) represent an ancestral lineage has been a subject of considerable research (Hendry et al. 1996; Hendry et al. 2000; Spies et al. 2001; Young et al. 2001) with no absolutely certain conclusions. It is not clear whether further genetic research will resolve the uncertainties surrounding the population structure and ancestry of this species in the basin.

A study of sockeye straying rates from the Cedar River hatchery population into Bear Creek was conducted in 1998, 1999 and 2000 with otolith examination. The level of straying into Bear Creek was negligible since no Cedar River hatchery sockeye were found. While some level of straying might have been detected if the sample size of the study had been increased, the study concluded that hatchery strays, if any, would represent significantly less than 0.5 percent of the Bear Creek adults (Fresh et al. 2001). Straying to other creeks, such as Issaquah Creek, would probably be even less frequent, as they are farther from the Cedar River than Bear Creek. Some level of straying is a natural process in salmon and is not necessarily reason for concern. This issue can be regarded as minor unless hatchery practices are changed markedly from those relevant to the study by Fresh et al. (2001). For example, releases of fry in the lake rather than the river might elevate straying rates.

2.3.3 Remaining Unknowns

A two-year study was initiated in 2003 to learn more about the spatial distribution of sockeye salmon in the lake prior to their ascent into spawning streams, the distribution of specific populations in the lake prior to spawning, and the relationship between date of entry into the lake, population of origin, and spawning date. It also is unknown whether the depth distribution of salmon (hence vulnerability to some fisheries) is similar for all populations and how it changes over the summer. Results from the study are expected to be available in 2006.

What is the distribution in the lake of adults from different spawning populations?

By knowing where spawners headed for the Cedar River and the northern tributaries are located within the lake, as well as the extent of their range over the summer, it would be possible to determine the adequacy of the current harvest management regulations. In addition, if the spatial and temporal location of Cedar River sockeye adults were known, fishing could be further managed to minimize catch of other sockeye populations.

What is the population composition of the sockeye harvest in Lake Washington?

It is unknown whether the fisheries (tribal and recreational) catch similar proportions of the different populations of sockeye in Lake Washington, and what the overall patterns of catch by population are. While the aim is to catch only Cedar River sockeye, other populations, such as beach spawners, are probably caught as well. If we understood the patterns of catch, it would be possible to estimate whether harvest of non-Cedar River sockeye occurs at levels that jeopardize their sustainability. If harvest of other sockeye is a problem, it will be important to identify locations and ranges within the lake for these populations and manage fishing accordingly.

What is the relationship between the date of entry into the lake and spawning location?

By knowing the relationship between entry into the lake, timing of spawning, and spawning location, certain time blocks could be set aside as fishing/no-fishing times to maximize harvest of Cedar River fish, minimize catch of other sockeye populations, and protect against compression of the phenotypes and distribution patterns of salmon.

2.3.4 Hypotheses

The following null hypotheses will guide initial monitoring and research for this uncertainty:

- Sockeye harvest in Lake Washington does not capture sockeye from populations outside the Cedar River at levels greater than their productive capacity.
- There is no significant straying by Cedar River hatchery sockeye into other populations.

2.3.5 Monitoring and Research Plan

Harvest

The spatial and temporal distributions of different populations of sockeye in Lake Washington are being examined through a combination of telemetry and conventional tagging. Representative samples of adults entering the system through the locks were tagged and a fraction of them fitted with ultrasonic transmitters and their movements followed in the lake. The combination of tagging techniques should indicate the extent to which sockeye move throughout the lake and the relationship between migration timing into the lake and spawning timing and location. Sockeye salmon could also be caught from

discrete areas in the lake (e.g., with a purse seine) and tagged, but this is not included in the present study. Recovery of tagged salmon at the Cedar River trap and other spawning areas would indicate the spatial distribution patterns of the salmon.

In addition to these directed research projects, the number of non-Cedar River fish caught would need to be compared to escapements to determine if harvest occurs at unsustainable levels. The combination of these methods would provide strong evidence of the extent to which area closures or timing restrictions are likely to protect non-Cedar River populations. It should be noted that the known beach spawning populations in the lake are quite small (often only 100's of individuals) and that they spawn within the current fishing area. While the pre-spawning timing and distribution of lake spawning sockeye is unknown, there is concern that these small populations could be subjected to harvest rates that are too high through incidental capture during fisheries targeting Cedar River sockeye. These spawning grounds should be surveyed systematically each year.

The tagging studies should occur for up to four years, starting as soon as possible. Further study years should occur in conjunction with changes in harvest regulations. Specifically, in years that regulations are modified, fish harvest should be examined for their population of origin to determine the effectiveness of the new regulations at protecting non-Cedar River fish.

Straying

The results of studies conducted to date indicated that it is unlikely that significant numbers of Cedar River sockeye will stray into other parts of the Lake Washington basin, so this is a much lower priority than studies related to adult arrival, in-lake movements and escapement counts. However, periodic sampling of sockeye otoliths should occur to look for evidence of hatchery-produced fish in all the sockeye salmon spawning grounds in the basin in association with general spawning ground surveys. The study years will depend upon the realized production increases and will be decided by the program management participants.

Budget

A total of \$946,400 was allocated to adult survival, distribution, and homing studies for the life of the HCP. Of that \$47,320 was allocated for each year in years 1-8 and \$35,490 in years 9-10. Table 2-14 presents the budget allocations for studies of harvest and straying.

TABLE 2-14.
BUDGET ALLOCATION FOR HYPOTHESES RELATED TO EFFECTS TO OTHER LAKE
WASHINGTON BASIN SOCKEYE POPULATIONS

Hypothesis	HCP Budget Category	HCP Allocation		AMP		Comments
		Years	Amount ^a (per year)	Years ^b	Estimated Cost (per year)	
Harvest of non-Cedar River sockeye	Adult survival, distribution, and homing studies	1-15 21-50	\$47,320	1-4	\$100,000	Tracking, tagging, and harvest studies
Straying of Cedar River sockeye	Adult survival, distribution, and homing studies	1-15 21-50	\$47,320	6, 8, 10	\$15,000	
a. Total amount allocated to all activities within that budget category, first 8 years.						
b. Study years within the first ten years of the hatchery only. Further studies will be decided through analysis of study results.						

2.3.6 Adaptive Management Actions

Harvest

Potential Study Outcomes

Potential outcomes of this hypothesis study include:

1. Observed or projected harvest levels of non-Cedar River sockeye populations during Lake Washington fisheries are sustainable.
2. There is observed or projected harvest of non-Cedar River sockeye populations in Lake Washington fisheries that is not sustainable.

Threshold

Escapement levels of sockeye to Bear Creek have a statistically greater tendency to drop below the historic minimum escapement range in years of harvest compared to years of no harvest. If this occurs, the process described in Section 4.8 will be followed to determine cause and responsive action.

With this study, the undesirable outcome would be significant (unsustainable) harvest of sockeye populations other than the Cedar River, or fisheries that capture a very discrete fraction of the Cedar River population. Table 2-15 lists the potential causes of non-Cedar River sockeye harvest population and possible methods of correction.

TABLE 2-15.
FACTORS THAT COULD CONTRIBUTE TO HARVEST OF NON-CEDAR RIVER SOCKEYE AND
POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
Ineffective fishing regulations due to spatial location of sockeye populations in the lake.	Study the spatial locations of different sockeye populations throughout their time in the lake.
Ineffective fishing regulations due to timing of different sockeye populations passing through the lake.	Study the timing and location relationships between different sockeye runs in the basin. Modify harvest regulations accordingly.
Intermixing of sockeye from different populations while in the lake.	Recommend harvest regulation changes to co-managers to reduce harvest rates or shift fishing to a time when populations are more separated.

Straying

Potential Study Outcomes

Potential outcomes of this study include:

1. There is no significant straying of Cedar River sockeye into other basin spawning areas.
2. There is significant straying of Cedar River sockeye into other basin spawning areas.

Threshold

During the first 10 years, a sample of 100 otoliths should be obtained from the Bear Creek populations biannually and examined for patterns indicating hatchery origin. If 5 or more hatchery fish are detected in the sample more than twice in the 10-year period, or if 7 or more hatchery fish are detected in any year, the process described in Section 4.8 will be followed to discuss the possible causes of the elevated straying and plan steps to reduce it.

With this study, the undesirable outcome would be significant straying of Cedar River fish. Table 2-16 lists the potential causes of straying and possible methods of correction. It is not clear exactly what level of straying of hatchery fish into these populations would constitute a problem. Levels on the order of 1 to 2 percent of the recipient population seem to occur in natural populations (Quinn 1993). NOAA Fisheries stated that two or three successful migrants per generation may be an acceptable target or limit on the straying of Cedar River hatchery fish into Bear Creek (Memo Waples to Robinson, July 24,1998). Other NOAA Fisheries work has viewed straying rates of up to 5 percent of the receiving population as a limit (NOAA Fisheries, 1995).

TABLE 2-16.
FACTORS THAT COULD CONTRIBUTE TO STRAYING OF CEDAR RIVER SOCKEYE AND
POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
Low release site in the river (insufficient experience for imprinting)	Release hatchery fry further upstream from current locations.
Increased relative production of Cedar River fry.	Decrease production levels. Make recommendations to co-managers that will cause harvest of excess adults returning to Cedar River.

2.4 UNCERTAINTY NO. 4—WILL THE HATCHERY PRODUCE ADVERSE CHANGES IN CHINOOK SALMON POPULATIONS?

2.4.1 Definition and Importance

The sockeye salmon hatchery is designed to be benign with respect to other salmonids in the Cedar River. Chinook salmon, one of the other salmonid species in the basin, are part of the Puget Sound Chinook Evolutionarily Significant Unit that is listed as threatened under the Endangered Species Act (ESA). Chinook and sockeye salmon characteristically use different spawning habitats but sympatry, as observed in the Cedar River, is not unprecedented. It is essential that the hatchery not adversely affect the chinook salmon population.

There are several possible modes of interaction between the sockeye hatchery and the chinook salmon population. First, the broodstock collection facility might deter or delay upstream migration (hence distribution, habitat use, and reproductive success) of chinook salmon. Second, large numbers of sockeye salmon returning to the river might disturb the redds of chinook salmon. It is important to note that increased sockeye numbers are not simply a hatchery-related effect but instead are an effect of the mitigation levels identified in the LMA, which is intended to increase the number of sockeye in the river. Lastly, there might be complex ecological interactions involving other species, such as an increase in sockeye salmon fry buffering chinook salmon against predation or sockeye fry serving as a chinook prey item. This last interaction is addressed in Uncertainty No. 5.

2.4.2 Existing Data and Knowledge

Researchers from the City, WDFW, and King County have been conducting studies on chinook spawners in the Cedar River since 1999. Figure 2-2 illustrates the distribution of chinook redds in 1999 and 2003 by river mile (RM). Most chinook salmon spawned above the present location of the broodstock collection weir (RM 6.5) in 1999, 2000 and 2001 (Burton et al. 2001). Twenty nine per cent of the river lies below the location of the broodstock collection weir.

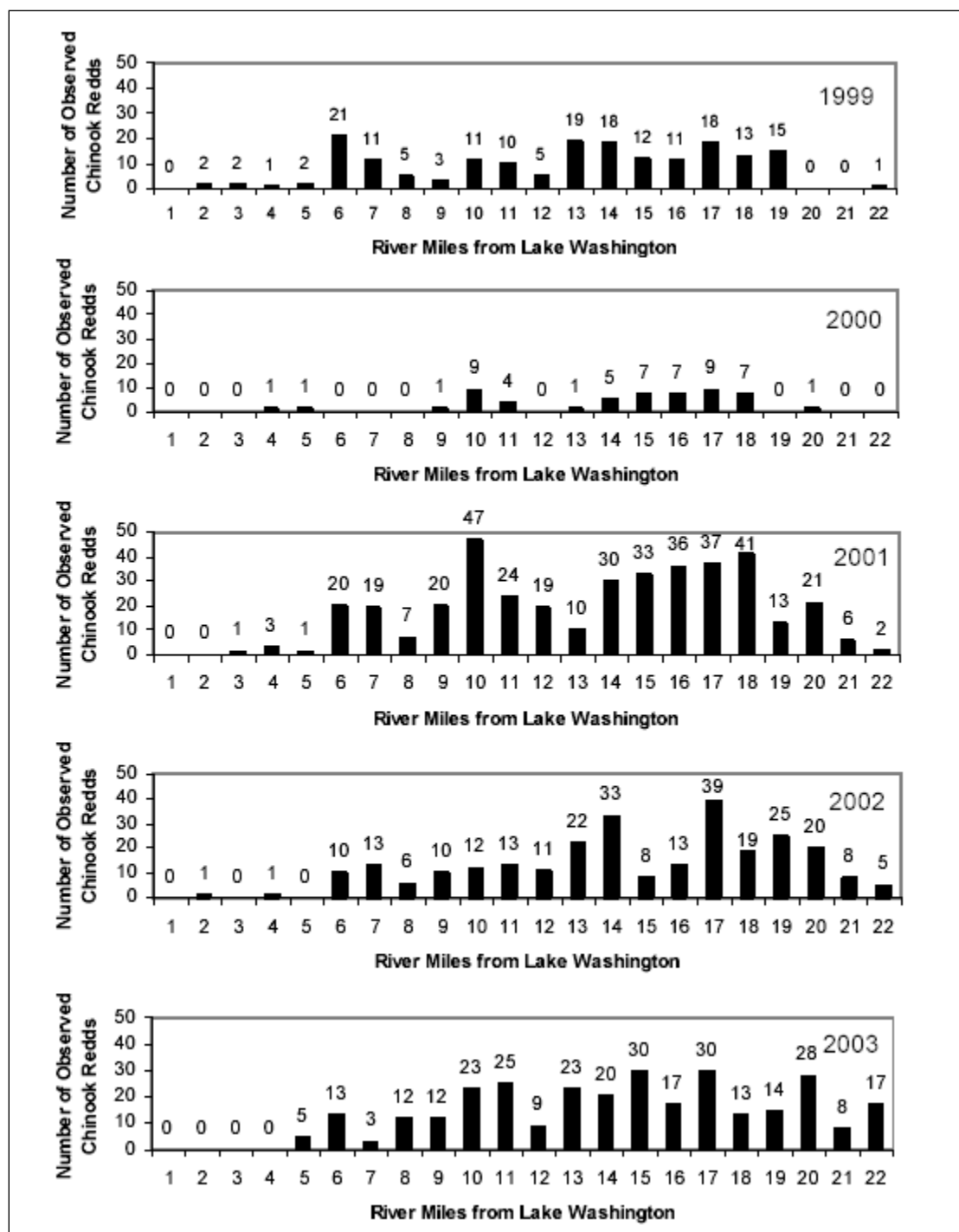


Figure 2-2. Chinook Redd Distribution by River Mile, Cedar River 1999 and 2003 (from Burton et al. 2004).

In 2003, 19 redds (6 percent of the 301 total redds) were noted downstream of the broodstock collection weir. In 2002, 20 redds (7 percent of the 281 total redds) were observed below RM 6.5. In 2001, 36 redds (9 percent of the 398 total redds) were found below the broodstock weir. In 2000, only two redds (4 percent of the 53 total redds) were identified below RM 6.5, while in 1999, 35 redds (19 percent) of the 180 total redds were

observed below the weir. (Burton et al. 2004). This suggests that present collection facilities and their operations do not greatly disrupt upstream distribution.

Studies have also been undertaken on the spawning times of sockeye and chinook. The spawning periods of sockeye and chinook salmon overlap broadly, though the sockeye tend to spawn later and over a longer period at present (Figure 2-3; Cascade Environmental Services 1995; Burton et al. 2001). Thus, later redd excavation by sockeye might disturb chinook redds.

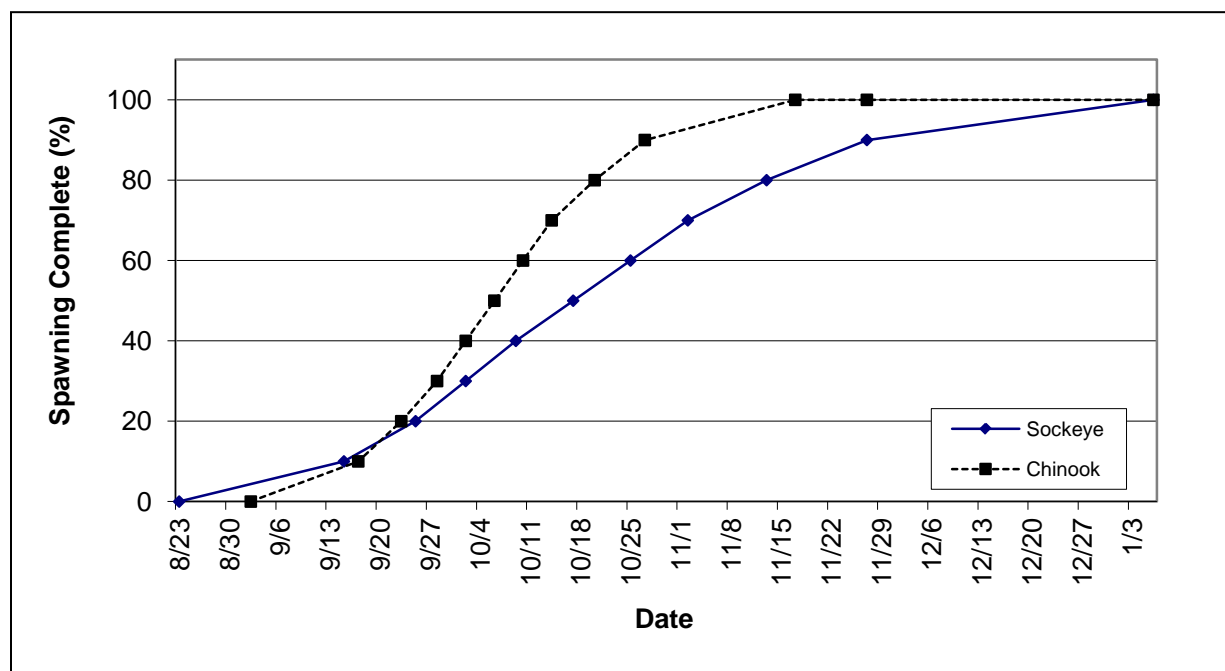


Figure 2-3. Average Historical Spawning Curves for Chinook and Sockeye Salmon in the Cedar River (Cascade Environmental Services 1995)

In 1999, the City, WDFW, and King County made observations about sockeye superimposition on chinook redds. Of the 180 chinook redds observed in 1999, five were observed to experience sockeye spawning activity within close proximity and one chinook redd experienced sockeye redd superimposition. Based on these observations, weekly observations were made in 2000 for 52 out of 53 chinook redds to determine the proximity and extent of sockeye spawning near (within 20 feet) incubating chinook. Twenty-two (42 percent) of the observed redds in 2000 had no sockeye spawning activity within 20 feet of their redd mounds. Twenty-four chinook redds (46 percent) had at least one sockeye redd within 20 feet of their mounds. Sockeye spawned directly on the mounds of six chinook redds (11 percent of the observed chinook mounds; Burton et al. 2001).

The extent of chinook redd damage from sockeye spawning activities is unclear. Egg burial depth is positively correlated with body size (Steen and Quinn 1999), so the embryos of larger chinook salmon might not be greatly disturbed by the digging of smaller sockeye salmon. To assess this possibility, the likely egg burial depth of Cedar River sockeye and chinook salmon were estimated from body size data. The chinook female fork length average was estimated at 772 mm, based on unpublished data provided by Larry Lowe, WDFW. These data, collected as post-orbit to hypural lengths, were adjusted to fork length

using the regression relationship reported by Roni (1992). Using the length-egg burial relationship reported by Steen and Quinn (1999), an average egg burial depth of 22.8 cm for the chinook salmon was estimated. A fork length of 565.5 mm for sockeye salmon was used based on an average of 460 mm mid-eye to hypural length, estimated from data provided by Karl Burton (City of Seattle), Kurt Fresh (WDFW) and Andrew Hendry (University of Massachusetts). The sockeye average egg burial depth was estimated to be 16.7 cm. This is a difference of 6.1 cm in burial depth. However, these estimates are subject to considerable error, as indicated in the reports by Steen and Quinn (1999) and DeVries (1997). It is unclear if a difference of 6 cm is sufficient to protect chinook eggs from damage by sockeye digging.

Cedar River chinook fry are thought to exhibit an ocean-type life history, which typically includes a protracted downstream migration. Fry trapping conducted at the mouth of the Cedar River for sockeye also includes chinook fry and smolt sampling. Trapping is continued through July to adequately trap chinook and understand their timing.

2.4.3 Remaining Unknowns

Will the new broodstock collection facility affect the spawning distribution and reproductive success of chinook salmon?

Since the listing of chinook under the ESA, measures have been taken to avoid delaying their migration at the current weir location. One of the measures includes opening several sections of the weir for fish passage when a chinook is seen holding downstream of the weir. After a chinook is seen holding downstream of the weir for 24 hours, the weir is opened until the chinook passes the weir, or for a period of 12 hours (WDFW 2001). Due to the desire to minimize delay of chinook and to the high number of chinook in the river in 2001, practices often exceeded these protocols. During the 2001 broodstock collection period, the weir was usually opened when chinook were seen in the vicinity of the weir and during some periods the weir was open all night (Brodie Antipa, WDFW, pers. comm.). Data from 1999 and 2000 also suggest that the weir has not significantly delayed chinook migration, based upon their redd location distribution.

However, the replacement hatchery will have a new broodstock collection facility lower on the river. The new facility might affect chinook migration timing and spawning distribution. It is unclear how to determine whether chinook salmon are being delayed, unless they are seen holding below the weir. Perhaps the more important question is whether their spatial distribution is similar to that observed recently (which would assume there is currently no blockage at the weir). The most serious evidence of a problem would be the observation of pre-spawning mortalities of chinook salmon below the weir or much higher densities below the weir than farther upriver.

What is the effect of sockeye redd superimposition on chinook redds?

Based upon the above estimates of chinook and sockeye redd excavation depths, it is unclear if sockeye redd superimposition has significant effects on chinook eggs. The tendency of female salmon to use redd sites excavated by other females, including those of other species (Essington et al. 1998) is known but poorly understood. The critical question is, if smaller salmon (e.g., sockeye) use redd sites containing eggs buried by larger salmon

(e.g., chinook), will the eggs of the larger salmon be disturbed or destroyed? The limited literature on inter-specific and intra-specific density dependence in spawning grounds suggests that this is not a simple matter. In the Weaver Creek Spawning Channel, the reproductive success of pink salmon was not affected by densities of sockeye or chum salmon, even though the latter two species were both larger and spawned later than the pink salmon (Essington et al. 2000). Finally, it should be noted that the hatchery is not projected to increase densities of sockeye salmon spawning in the river beyond those set by the present escapement goal.

2.4.4 Hypotheses

The following hypotheses will guide initial research studies related to this uncertainty:

- Operation of the broodstock collection facility does not significantly delay chinook migration or alter spawning distributions.
- There is no significant damage to incubating chinook eggs from sockeye superimposition on chinook redds or reduced chinook reproductive success.

2.4.5 Monitoring and Research Plan

Chinook Migration and Spawning Distribution

The new broodstock collection facility will need to be monitored to ensure that it does not affect chinook passage. Studies on the spatial distribution of chinook spawning should occur during the first several years of the new facility's operation, and the patterns should be compared to those observed during the past few years. The distribution studies could be similar to current methods, which consist of regular floats of the Cedar River to locate and record chinook redds during the spawning season. In addition, records should be kept at the broodstock collection facility of chinook seen holding downstream and their time of passage, as well as a count of the number of chinook salmon migrating past the collection facility. These records will help evaluate chinook passage times and validate counts in the river. While the count data is not strictly related to the sockeye salmon hatchery, it will be important for determining possible effects of the increase in sockeye numbers on chinook salmon. Chinook and sockeye spawning surveys, along with collection facility observations, should occur annually in years 1-8.

Chinook Redd Superimposition and Reproductive Success

It is neither practical nor acceptable to excavate chinook salmon redds in the Cedar River to determine if there was actual disruption by sockeye salmon digging. Nevertheless, the issue of redd disturbance should be investigated. Initial studies could examine the relationship between the number of chinook fry per female and sockeye densities. Existing data from chinook and sockeye spawning surveys and fry trapping should allow for such a study. Future annual counts of chinook salmon or their redds and fry counts will also be important as hatchery production and sockeye escapement increase.

Observations of sockeye-chinook interactions on the spawning grounds should also be continued. Through annual records of sockeye superimposition on chinook redds,

relationships between sockeye abundance and chinook redd superimposition rates can be followed as hatchery production and sockeye escapement increases.

Studies should occur annually in years 1-8 (in conjunction with fry trapping studies discussed under Uncertainty No. 1). Beyond year 8, studies should occur at various levels of sockeye escapement and hatchery production.

Budget

The Monitoring and Research Program did not allocate funds for chinook salmon studies. Current funding for the recommended activities is supplied by WDFW, the City, and King County. Table 2-17 provides a breakdown of the budget amounts for chinook studies on the Cedar River.

TABLE 2-17. BUDGET ALLOCATION FOR HYPOTHESES RELATED TO EFFECTS OF THE BROODSTOCK COLLECTION FACILITY AND INCREASED NUMBERS OF SOCKEYE ON CHINOOK REDDS IN THE CEDAR RIVER						
Hypothesis	HCP Budget Category	HCP Allocation		AMP		Comments
		Years	Amount ^a (per year)	Years ^b	Est. Cost (per year)	
Chinook Migration and Spawning Distribution	None	—	—	1-8	\$35,000 ^c	Chinook observations at the broodstock collection facility should be integrated into collection protocols.
Chinook Redd Superimposition and Reproductive Success	None	—	—	1-8	\$40,000 ^d	Chinook trapping is conducted with sockeye fry trapping. Adult chinook estimates and observations would be funded through the float surveys (above row).
<p>a. Total amount allocated to all activities within that budget category, first 8 years.</p> <p>b. Study years within the first ten years of the hatchery only. Further studies will be decided through analysis of study results.</p> <p>c. Estimate is for float surveys only. Funding was \$25,000 in 2001, provided by the Instream Flow Committee under the HCP. In 2002, \$27,500 will be provided by a King County Conservation District grant, with the remainder supplied by the City.</p> <p>d. This is current amount allocated for sockeye fry trapping under the HCP. The total cost is approximately \$80,000, which includes trapping for all species and WDFW overhead. The remaining \$40,000 of the cost is provided by WDFW and King County.</p>						

2.4.6 Adaptive Management Actions

Chinook Migration and Spawning Distribution

Potential Study Outcomes

Potential outcomes of this study include:

1. There is no significant delay of migrating chinook at the broodstock collection facility or alteration of spawning distribution.
2. There is a significant delay of migrating chinook at the broodstock collection facility or alteration of spawning distribution.

Threshold

Observations by observers at the broodstock collection facility indicating that more than 5 percent of the chinook that return in a given year are delayed by one day or more will be taken as evidence of delay, and will result in initiating the process described in Section 4.8 to determine the cause and recommend remedial actions. Changes in the spatial distribution of chinook spawning will be inferred from frequency distributions by river mile. There is considerable year-to-year variation (e.g., Figure 2-2). Some changes in distribution might not be consequences of hatchery operations, and some might not be deleterious. However, an increase in chinook salmon spawning below the weir relative to the number spawning above would be cause for concern. A statistically significant increase in the proportion of chinook spawning below the weir will result in initiating the process described in Section 4.8 to determine the cause and recommend remedial actions.

The undesirable outcome would be a significant delay of chinook at the collection facility, as well as an overall change in the distribution of chinook redds in the river. Table 2-18 lists the potential causes of chinook delay and possible methods of correction.

TABLE 2-18. FACTORS THAT COULD CONTRIBUTE TO DELAY OF MIGRATING CHINOOK AND A CHANGE IN SPAWNING DISTRIBUTION AND POSSIBLE METHODS OF CORRECTION	
Factor	Method of Correction
Infrequent collection facility openings.	Modify weir operational protocols to promote rapid passage of chinook.
Trap shyness on the part of the chinook.	Modify the facility to minimize the effect on chinook.

Chinook Redd Superimposition and Reproductive Success

Potential outcomes of this study include:

1. There is no significant damage to incubating chinook eggs from sockeye superimposition on chinook redds and no change in chinook reproductive success.

2. There is significant damage to incubating chinook eggs from sockeye superimposition on chinook redds and a decline in chinook reproductive success.

Threshold

The production of chinook salmon fry and fingerlings from the river is likely to be a function of the number of spawners in the parental generation and the peak flow in the river during the incubation period. A decrease in fry production, after accounting for these variables, or an inverse correlation between fry production and sockeye salmon density in the river will result in initiating the process described in Section 4.8 to determine the cause and recommend remedial actions.

The undesirable outcome would be significant damage to chinook eggs from sockeye redd superimposition. Table 2-19 lists the potential causes of chinook redd superimposition and decreased chinook reproductive success.

TABLE 2-19. FACTORS THAT COULD CONTRIBUTE TO SOCKEYE REDD SUPERIMPOSITION ON CHINOOK REDDS AND DECLINING CHINOOK REPRODUCTIVE SUCCESS AND POSSIBLE METHODS OF CORRECTION	
Factor	Method of Correction
Increase in the number of sockeye spawners or preponderance of late spawning by sockeye.	Alter release locations of hatchery fry or adjust fisheries to keep the escapement close to the goal. The sockeye escapement goal might have to be reduced.

2.5 UNCERTAINTY NO. 5—WILL INCREASED HATCHERY PRODUCTION ALTER AQUATIC COMMUNITY STRUCTURE WITHIN THE LAKE WASHINGTON SYSTEM?

2.5.1 Definition and Importance

Lake Washington serves as the nursery lake for Cedar River sockeye. The lake is a critical transition habitat between the incubation grounds in the Cedar River and other tributaries, and ocean feeding grounds. Hatchery production is expected to increase the number of juvenile sockeye salmon in the lake and this may affect the lake aquatic community. These effects might have ramifications for the hatchery population, other sockeye salmon populations in the basin, and other organisms in the community. These kinds of effects are difficult to predict because of the complex interactions among trophic levels, uncertainty about the factors controlling the abundance of various components of the community, and uncertainty about the future trends in physical factors that might affect the ecosystem. The most obvious ecological interactions involve density, competition and predation.

As stated previously, it is important to acknowledge that an increase in the number of sockeye in the Cedar River and Lake Washington is the intent of the LMA and more generally by the management goals of the co-managers, regardless of whether it is achieved

with a hatchery, a spawning channel, or from increased habitat above Landsburg Dam. Therefore, the potential effects on the Lake Washington ecosystem cannot be simply attributable to hatchery operations, and must be considered in relation to the LMA.

2.5.2 Existing Data and Knowledge

Most of the existing data and knowledge about the Lake Washington ecosystem and its relationship to sockeye are referred to in the background portion of this collection of documents. The following is a brief synopsis of the major important interactions.

- The zooplankton *Daphnia* is the preferred prey item of sockeye in Lake Washington for most of the year.
- *Daphnia* abundance and size, as well as their relationship to thermal regimes and other zooplankton in Lake Washington, has been studied largely by the University of Washington's Department of Zoology. The abundance of *Daphnia* varies seasonally, being scarce in the winter until about April and then being abundant through the fall.
- *Daphnia* are also preyed upon by other fish species, notably longfin smelt and threespine sticklebacks, and one invertebrate predator, *Neomysis mercedis*.
- Smelt prey upon *Daphnia* and thereby compete with sockeye for that resource. However, smelt also prey upon *Neomysis* and reductions in *Neomysis* density appear to release *Daphnia* from strong predation pressures, allowing more food for sockeye. Smelt also seem to buffer predation on sockeye by cutthroat trout (Nowak et al. 2004) and perhaps other piscivorous fish in the years that smelt are abundant.
- Sockeye are preyed upon by many species of predatory fishes, including prickly sculpins, northern pikeminnow (formerly known as northern squawfish), and cutthroat trout. Of these, the trout may be the most important at present and their population seems to have increased over the past decades.

2.5.3 Remaining Unknowns

What is the carrying capacity of Lake Washington for sockeye fry?

Food resources are important because all ecosystems have finite carrying capacities and overabundance of sockeye salmon could reduce the abundance or size distribution of their food resources (chiefly cladocerans and copepods), leading to reduced growth and survival in the lake or at sea. The growth rate of sockeye salmon in the lake is a function of temperature, food quantity and quality, and fish size. In many lakes, the growth of sockeye salmon is density-dependent (see Burgner's 1987 and 1991 reviews). Evidence for the consequences of exceeding the carrying capacity of a lake was provided by the experiments on Leisure Lake, Alaska (Koenings and Burkett 1987). Increasing densities of sockeye salmon fry resulted in progressively smaller smolts, a higher proportion of the smolts leaving the lake after two rather than one year of lake residence, and a smaller total smolt biomass. Thus, concern about exceeding the carrying capacity of a sockeye salmon rearing

lake has basis in experience. However, some attributes of Lake Washington make it different from other sockeye salmon lakes.

The density of sockeye salmon spawning in the Lake Washington basin (expressed as the number of adult salmon per square kilometer of lake area) has not been especially high (Burgner 1991), and the total of the current escapement goal plus the 262,000 adult mitigation level would leave it well within the range for the species (Figure 2-4). In addition, the sockeye salmon smolts from Lake Washington are at the upper end of the range of sizes seen in natural populations in North America (Figure 2-5; Burgner 1991). This growth may result from both the comparatively mild thermal regime and high density of large prey, notably *Daphnia*.

The central question is, “What density of sockeye salmon would depress food resources, leading to reduced growth and subsequent survival of sockeye or other ecologically important species in the lake?” Research in other lakes has indicated that larger smolts are more likely to survive at sea than smaller smolts (Henderson and Cass 1991; Koenings et al. 1993). However, within a given lake, relatively little of the year-to-year variation in marine survival is explained by smolt size. Rather, the larger smolts within a year class enjoy a higher probability of survival than smaller smolts, and lakes with smaller smolts tend to have lower survival rates than lakes with larger smolts. Therefore, while smolt sizes between lakes seem to affect marine survival, it appears that year-to-year variation within a lake system does not greatly affect smolt survival. Indeed, there is even evidence that marine survival may be lower for very large smolts than for those of intermediate sizes (Koenings and Burkett 1987). Nevertheless, decreases in smolt size should trigger concern, especially if accompanied by decreases in survival rates or shifts in age composition.

What is the effect of increased numbers of sockeye on piscivore populations?

In examining predator responses to increased sockeye populations, there might be short-term (i.e., behavioral) responses and long-term (numerical) responses. In the short term, increased abundance of sockeye salmon fry might be expected to decrease per capita predation if the number of predators and the number of prey eaten per predator were fixed. However, if the predators congregated at the mouth of the Cedar River to a greater extent than they do at present or in some other way modified their behavior to “specialize” on sockeye salmon then predation per individual sockeye might not decline. In the longer term, if the abundance of sockeye salmon as prey increased the growth rate or abundance of predators, then the increase in fry abundance might be compensated by increased predation. The likelihood of this possibility will depend on the factors controlling abundance of predators but should be considered, at least conceptually.

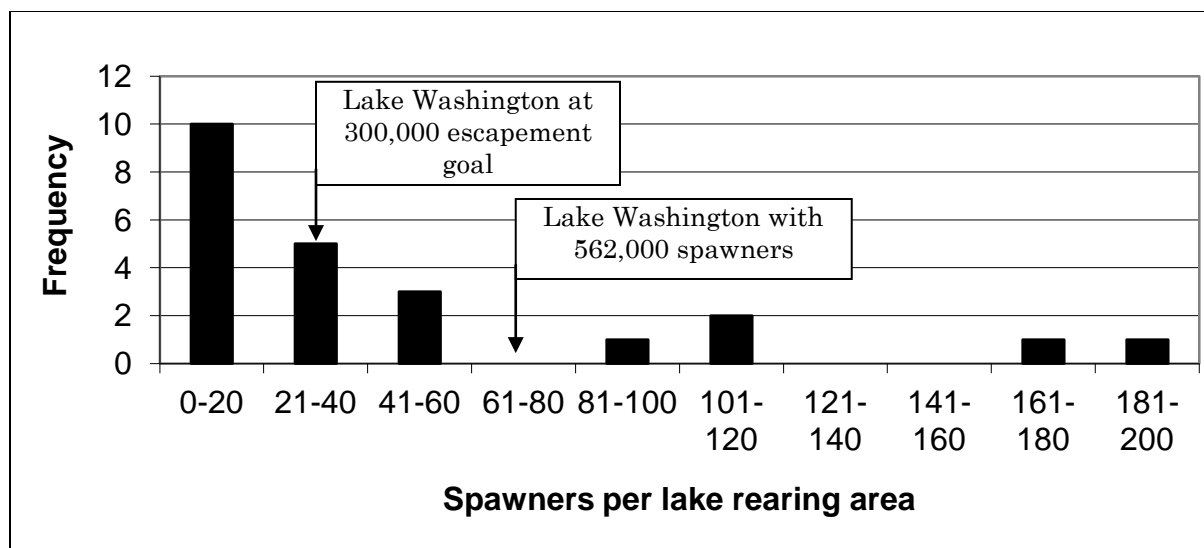


Figure 2-4: Frequency of Lake Spawning Densities for Lakes in the Pacific Northwest, British Columbia, Alaska, and Russia (From Burgner 1991).

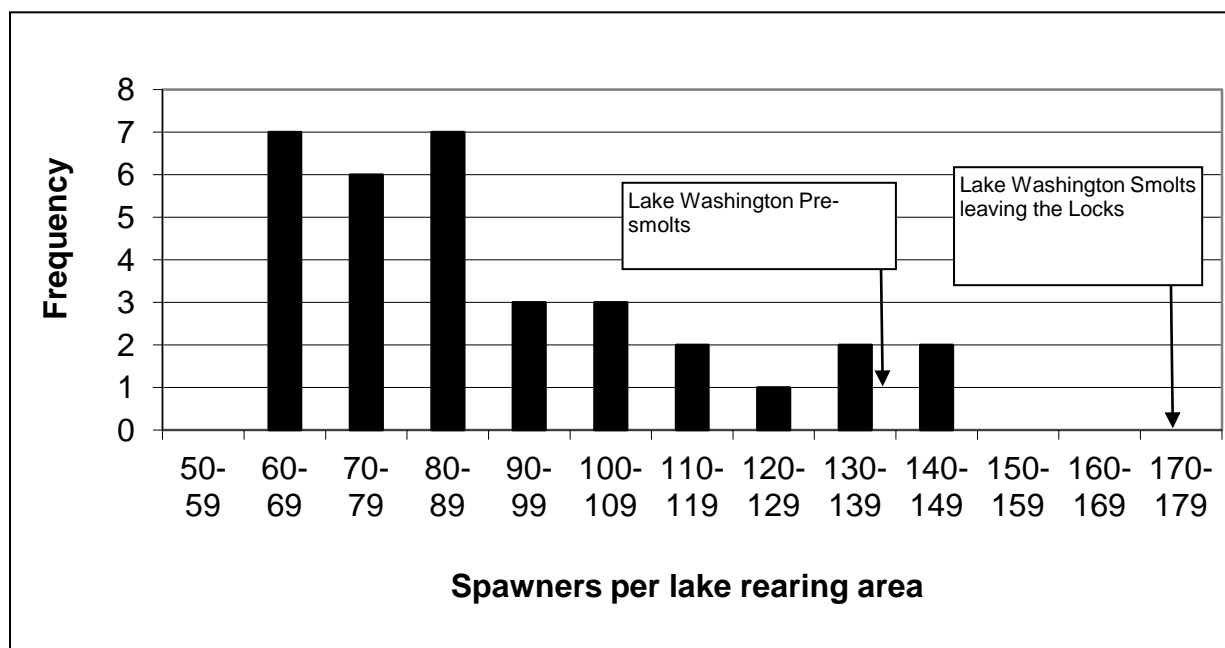


Figure 2-5: Frequency of Average Sockeye Smolt Sizes for Nursery Lakes in the Pacific Northwest, British Columbia, Alaska, and Russia (from Burgner 1991, and unpublished data from K. Hyatt, DFO, Nanaimo, B.C., and Cary Feldmann, Puget Sound Energy, pers. comm..).

How does the abundance of sockeye affect other planktivorous fish?

An increase in sockeye numbers in Lake Washington might also affect competitor species, specifically smelt. The effects that smelt and sockeye have on each other are complicated and cannot be well predicted. An increase in the number of sockeye, and their depletion of prey, could cause a decline in the smelt population. In addition, smelt populations could further be reduced through sockeye-induced predation increases. These reduced smelt populations could subsequently affect sockeye through prey reduction (since the *Neomysis*

population would presumably not be controlled and would consume more *Daphnia*) and decreased prey buffering. The situation is further complicated by the tendency of smelt to have a strong year class followed by a weak one. This makes it more difficult to detect ecological effects and relationships in the lake. In summary, the effects of sockeye upon smelt, and the ramifications for the sockeye population, are unknown and could limit the extent to which increased sockeye production is effective at increasing adult returns. Interactions with the lake's sticklebacks are even less well understood.

2.5.4 Hypotheses

- There is no relationship between sockeye abundance, growth and pre-smolt size in Lake Washington.
- There is no relationship between sockeye abundance and the abundance of predatory fish in Lake Washington.
- There is no relationship between sockeye abundance and the abundance of other planktivorous fish species.

2.5.5 Monitoring and Research Plan

Sockeye Growth

Growth of sockeye in the lake should be examined at various levels of sockeye density. By comparing fry abundance estimates and pre-smolt abundance and size estimates, a relationship between density and growth should be determined. The general description of these methods is discussed under Uncertainty No. 1.

It will be important to include assessment of zooplankton abundance and composition, as well as lake thermal regimes, to be able to account for any variability due to these factors. Abundance of other planktivorous species should also be incorporated since they will influence prey abundance and availability.

Sockeye density and growth data collection should be conducted annually in the first 10 years to track this relationship as hatchery production increases and to account for annual variation. Further study years will be determined through initial study results and direction of program management groups. In general, sampling of pre-smolts and other limnetic fishes is considered part of the baseline assessment needed for the lake.

Predation

It would be very difficult to establish reliable population estimates for fish predators in Lake Washington. Indirectly, predator abundance can be indexed by monitoring the survival of fry to pre-smolt over time. Whether predation will be studied in greater depth, depends on the level of uncertainty associated with predation and that will be determined through the process of establishing monitoring priorities. It is also possible that other entities may see the need for additional information about predator abundance and that this adaptive management program will collaborate with others. Establishing estimates of the major predators in the lake could allow calibration between predator abundance and catches using cheaper, standardized sampling gear (e.g., gill nets for cutthroat trout, northern pikeminnow, and yellow perch; or electrofishing for bass, etc.). This would enable

managers to relate catch rates from lower level monitoring efforts back to abundance. If predator studies are done, cutthroat trout, prickly sculpin, northern pike minnow are a few of the species that should be targeted for abundance estimates. A combination of trawl and hydroacoustic methods could be used. Further data that could be useful are seasonal distributions of these fish and overlap in space and time with sockeye, smelt and stickleback.

Planktivore Abundance

The abundance of other planktivorous fishes such as smelt and stickleback should be evaluated to determine how they might be affected by increased sockeye numbers. In addition, information about their abundance could assist in understanding how all lake planktivores cumulatively affect prey species in the lake. It would be possible to look at the relationship between the density of planktivores and the density of their prey, or the density of prey and growth of planktivores. Again, a combination of trawl and hydroacoustic methods should be used as part of the pre-smolt survey and in the fall as well.

To compare data between these three hypotheses, this study should also be conducted annually in years 1-10 to track changes in the planktivore population as hatchery production increases.

Budget

Funding to address issues related to uncertainties in the lake's carrying capacity and community is designated for year-round studies of the lake's plankton in years 1-4 at \$47,320 in 2001 dollars, and springtime sampling of plankton at \$8,281 annually for years 5-10, and \$16,562 in total for years 11-15. It is recommended that these budget allocations assist with pre-smolt estimates for sockeye abundance and size data, as well as support some predator and planktivore studies. The planktivore studies could be combined with pre-smolt surveys. Table 2-20 provides a breakdown of budget amounts.

2.5.6 Adaptive Management Actions

Sockeye Growth

Potential Study Outcomes

Potential results of these studies include:

1. There is no relationship between sockeye abundance, growth and pre-smolt size in Lake Washington.
2. Increased sockeye abundance is associated with decreased growth and pre-smolt size in Lake Washington.

TABLE 2-20.
BUDGET ALLOCATION FOR HYPOTHESES RELATED TO LAKE WASHINGTON ECOSYSTEM
EFFECTS FROM INCREASED SOCKEYE NUMBERS

Hypothesis	HCP Budget Category	HCP Allocation		AMP		Comments
		Years	Amount ^a (per year)	Years ^b	Est. Cost (per year)	
Sockeye Growth	Plankton	1-4	\$47,320	1-10	\$45,000	Includes zooplankton, and temperature studies. Pre-smolt estimates are conducted by WDFW. Should they be discontinued, funding should be allocated to that as a priority (see costs in Table 2-3).
	Studies	5-10	\$8,281			
Predation rates	None	—	—	Unknown	Unknown, depends on scope	Indirect assessment of predation through calculation of in-lake survival of fry to pre-smolt done annually
Planktivore Abundance	None	—	—	1-10	\$19,000	Coincident with pre-smolt surveys.
<p>a. Total amount allocated to all activities within that budget category, first 10 years.</p> <p>b. Study years within the first ten years of the hatchery only. Further studies will be decided through analysis of study results.</p>						

Threshold

Every five years, a regression analysis will determine if there has been a significant decline in sockeye smolt size over time [$\alpha=.05$]. If a significant decline is established, further analysis will be done to determine if food supply has changed, whether the declining trend correlates with lower freshwater or saltwater survival and whether the annual variation in size correlates with sockeye fry abundance. Based on these analyses and others deemed appropriate by the TWG, the TWG will determine if the development of responses as described in Section 4.8 should be initiated. There is no significant relationship between sockeye abundance and pre-smolt size in Lake Washington when analyzed every five years. If a significant relationship is found, then the process described in Section 4.8 will be followed to determine cause and responsive actions.

The undesirable outcome would be decreased size and growth, correlated with increased marine or in-lake mortality for sockeye. Table 2-21 presents possible factors contributing to this relationship and possible methods of correction. It is important to keep in mind that the food web interactions in Lake Washington are complex and it will be difficult or unwise to try any correction methods other than changes in hatchery production.

TABLE 2-21.
FACTORS THAT COULD CONTRIBUTE TO DECREASED SOCKEYE GROWTH AND SIZE IN
LAKE WASHINGTON AND POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
The carrying capacity of the lake is being exceeded.	Reduce hatchery production to levels that are in balance with the lake's prey base and other planktivores.
Temperature of the lake is increasing metabolic costs.	Temperature in the lake has been getting warmer over the past few decades. The mix of global and local causes has not been determined, much less the correction method.

Predation Rate

Potential Study Outcomes

Findings for this hypothesis could include:

1. There is no relationship between sockeye abundance and the rate of predation in Lake Washington.
2. There is a relationship between increased sockeye abundance and increased predation rates on salmonids in Lake Washington.
3. There is a relationship between increased sockeye abundance and decreased predation rates on salmonids in Lake Washington.

Threshold

[The following assumes that chinook PIT tagging at the Cedar River will continue and that an index of survival associated with predation can be developed] If a significant relationship is established between predation rates (3-year rolling average), as indicated by PIT tagging and detection of chinook smolts between the Cedar River and the Ballard locks and sockeye abundance (as measured by pre-smolt estimates on the year of outmigration), then the process described in Section 4.8 will be followed.

If fry to pre-smolt survival drops below the historic range for two years out of five, the adaptive management review process described in Section 4.8 will be initiated.

The undesirable outcome would be a correlation between increased numbers of sockeye and increased rate of predation on them. Table 2-22 presents possible reasons for this predatory increase and possible methods of correction.

TABLE 2-22.
FACTORS THAT COULD CONTRIBUTE TO RATE OF PREDATION IN LAKE WASHINGTON
AND POSSIBLE METHODS OF CORRECTION

Factor	Method of Correction
Increase in the number of sockeye fry.	Reduce production in the hatchery; adjust release strategy.

Planktivore Abundance

Potential Study Outcomes

The possible outcomes of this hypothesis are:

1. There is no relationship between sockeye abundance and the abundance of other planktivorous fish species.
2. Increased sockeye abundance is associated with altered abundance of other planktivorous fish species.

Thresholds

If a significant relationship is established between sockeye abundance and smelt abundance when analyzed over a 10 year period and taking into account the biennial variation in smelt abundance, then the process described in Section 4.8 will be followed.

If a significant inverse relationship is established between sockeye abundance and smelt size, while taking into account the two-year cycle for smelt abundance, then the process described in Section 4.8 will be followed.

The undesirable outcome would be an increase in sockeye and a decrease in other planktivores (i.e., smelt and stickleback). Table 2-23 presents possible factors contributing to the reduced number and possible means of correction. It is unclear how changes in body size or abundance of such competitors should be viewed in the absence of observable effects on sockeye salmon. The smelt population varies greatly in abundance between odd-numbered and even-numbered years, and the mean lengths vary inversely, indicating competition for food. If the increase in sockeye salmon abundance was associated with decreased smelt body size, it would indicate changes in the lake ecosystem. If this occurs, the AMP will need to consider whether hatchery operations should be modified. However, the longfin smelt population is apparently not a native one, or at least their presence was undetected until the mid-1900s, so changes in their abundance are not necessarily of great concern.

TABLE 2-23.
FACTORS THAT COULD CONTRIBUTE TO DECREASED ABUNDANCE OF LAKE
WASHINGTON PLANKTIVORES (OTHER THAN SOCKEYE) AND POSSIBLE METHODS OF
CORRECTION

Factor	Method of Correction
Reduced prey availability	The cause of the prey reduction would need to be determined. Increased competition with sockeye for food might be the cause. If so, is the effect substantial enough or of great enough concern to alter hatchery production? If so, then hatchery production should be decreased until a stable balance can be found between the number of sockeye and other lake planktivores.
Increase in predation rate	The cause of increased predation rates on salmonids would need to be determined. If it is a response to increased prey base, mainly through increased sockeye numbers, it would need to be determined if the effect was substantial enough to warrant modification of hatchery production.

SECTION 3.

ADAPTIVE MANAGEMENT SUMMARY

Table 3-1 presents the five major uncertainties, the proposed initial hypotheses to be tested, potential study outcomes for each hypothesis, and potential management responses to unfavorable outcomes. Proposed thresholds included in the discussion of hypotheses for each uncertainty in Section 2 will undergo further review by the Independent Science Advisors and Technical Working Group, and may change during the implementation of the AMP. Determination of threshold exceedence will be determined by the TWG and confirmed by the ISA, in cases where professional judgement is the primary basis for the decision.

Some of the ecological outcomes could be affected by multiple causes, including some that are independent of the hatchery program. Therefore, it is important to note that an assessment of cause will be conducted when a threshold is reached. This process is intended to determine, insofar as possible, the underlying cause or causes of the change. Using available data and professional judgment, the TWG and the ISA will be asked to assess the likelihood that the hatchery program is a significant contributor to the measured effect. If the experts believe that this is the case, then the TWG and ISA, if needed, would be asked for recommendations for a response.

They will first determine if one of the predefined responses in Table 3-1 would be an effective action. If so, they can recommend it to the AMWG and parties for implementation. If not, the TWG can recommend alternatives including no response, further study or other actions. In making recommendations, the TWG will consider the risk to the resource of exceeding the threshold and become more conservative when there is a high risk. Recommendations would be reviewed by the AMWG and the parties would make the decision regarding the appropriate response. The process for evaluating cause, making recommendations and making decisions will be open to the public.

TABLE 3-1.
SUMMARY OF AMP UNCERTAINTIES, HYPOTHESES, POTENTIAL RESEARCH OUTCOMES,
AND MANAGEMENT ACTIONS

Hypothesis	Potential Outcomes	Potential Response Actions
Uncertainty No. 1—Are hatchery and naturally produced fry similar in size, growth, and migration timing, and at a stable population composition?		
There is no difference in migration timing between hatchery and naturally produced fry.	<ol style="list-style-type: none"> 1. No significant difference 2. Significant difference* 	<ul style="list-style-type: none"> • Study egg take timing versus river spawning timing and alter broodstock collection as necessary. • Study egg density and development rate relationships and alter incubation densities or temperature as necessary.
Hatchery and naturally produced fry are similar in size.	<ol style="list-style-type: none"> 1. No size difference 2. Significant size difference* 	<ul style="list-style-type: none"> • Alter broodstock spawning and collection to account for females of different sizes. • Adjust release strategy for fry. • Change incubation conditions. • Alter temperature of incubation water.
At the time of pre-smolt surveys, there is no significant difference in size of hatchery and naturally produced fry.	<ol style="list-style-type: none"> 1. No significant difference 2. Significant size difference* 	<ul style="list-style-type: none"> • Examine and alter, if necessary, the fitness level of hatchery fry. • Adjust release strategy • Adjust timing of hatchery fry to more closely resemble the natural fry.
At the time of pre-smolt surveys, the proportions of hatchery and natural sockeye are similar to those estimated upon entering the lake as fry.	<ol style="list-style-type: none"> 1. No significant difference 2. Significantly greater* 3. Significantly less 	<ul style="list-style-type: none"> • Evaluate relative trends in key life stages, including fry-to-adult survival rates, to help determine when in life cycle impacts are occurring. • See corrective measures under pre-smolt size and growth and fry size.
Note: Potential response actions only address the undesirable outcomes, which are followed by an asterisk in the potential outcomes column.		

TABLE 3-1 (continued).
SUMMARY OF AMP UNCERTAINTIES, HYPOTHESES, POTENTIAL RESEARCH OUTCOMES,
AND MANAGEMENT ACTIONS

Hypothesis	Potential Outcomes	Potential Response Actions
Uncertainty No. 2—Does the hatchery reduce the reproductive success of Cedar River Sockeye Salmon?		
The size and age composition of the population at maturity of Cedar River sockeye will not show a trend over time.	<ol style="list-style-type: none"> 1. No trend 2. Trend to decreasing size and increasing age* 3. Trend to increasing size and decreasing age 	<ul style="list-style-type: none"> • Adjust number of smaller individuals spawned. • Adjust fry production. • Assess smolt size • Adjust release strategy
The relationships between body size, fecundity and egg size of female sockeye in the Cedar River will remain within a normal range.	<ol style="list-style-type: none"> 1. Constant relationship 2. Reduction in egg size and fecundity* 3. Increase in egg size and fecundity 	<ul style="list-style-type: none"> • Adjust number of smaller females spawned. • Adjust fry production. • Ensure broodstock is representative of the run.
The spatial and temporal distribution of spawning will remain within a normal range over time.	<ol style="list-style-type: none"> 1. No significant difference 2. Significant difference* 	<ul style="list-style-type: none"> • Alter broodstock collection timing to represent the entire run. • Shift broodstock collection practices to remove fish from the entire run. • Assess hatchery practices for unforeseen effects.
There will be no difference in reproductive success between hatchery and naturally produced sockeye spawning naturally or a trend in overall reproductive fitness over time as a result of fish culture practices.	<ol style="list-style-type: none"> 1. Similar rates and no trend 2. No similarity in rates and a decreasing trend* 3. No similarity in rates and an increasing trend 	<ul style="list-style-type: none"> • Alter spawning methods at the hatchery to more closely follow natural conditions. • Allow a higher proportion of natural spawning.
The genetic composition of the Cedar River sockeye population will not change over time.	<ol style="list-style-type: none"> 1. No change 2. Change* 	<ul style="list-style-type: none"> • Re-examine trapping and spawning protocols at the hatchery and fishery management.
Note: Potential response actions only address the undesirable outcomes, which are followed by an asterisk in the potential outcomes column.		

<p>TABLE 3-1 (continued). SUMMARY OF AMP UNCERTAINTIES, HYPOTHESES, POTENTIAL RESEARCH OUTCOMES, AND MANAGEMENT ACTIONS</p>		
Hypothesis	Potential Outcomes	Potential Response Actions
Uncertainty No. 3—Will the hatchery adversely affect sockeye populations outside the Cedar River?		
Sockeye harvest in Lake Washington does not capture unacceptable numbers of non-Cedar River sockeye.	<ol style="list-style-type: none"> 1. No significant harvest 2. Significant harvest* 	<ul style="list-style-type: none"> • Recommend study of timing and spatial distribution of various populations while in the lake and adjust harvest locations. • Make recommendations to co-managers regarding harvest management.
There is no significant amount of Cedar River hatchery sockeye straying into other Lake Washington basin creeks.	<ol style="list-style-type: none"> 1. No significant straying 2. Significant straying* 	<ul style="list-style-type: none"> • Release hatchery fry farther upstream to allow more time for imprinting. • Reduce hatchery fry production. • Make recommendations to co-managers regarding increasing escapement to other sites.
Uncertainty No. 4—Will the hatchery produce adverse changes in chinook salmon populations?		
Operation of the broodstock collection facility does not significantly delay chinook migration or alter spawning distribution.	<ol style="list-style-type: none"> 1. No significant delay or change in spawning distribution 2. Significant delay and change in spawning distribution* 	<ul style="list-style-type: none"> • Modify operational protocols at the collection facility • Modify facility design.
There is no significant damage to incubating chinook eggs from sockeye superimposition on chinook redds or reduction in chinook reproductive success.	<ol style="list-style-type: none"> 1. No significant damage or reduced reproductive success 2. Significant damage and reduced reproductive success* 	<ul style="list-style-type: none"> • Make recommendations to co-managers regarding lowering the escapement goal for sockeye. • Alter fry release strategy (spatial distribution).
<p>Note: Potential response actions only address the undesirable outcomes, which are followed by an asterisk in the potential outcomes column.</p>		

TABLE 3-1 (continued).
SUMMARY OF AMP UNCERTAINTIES, HYPOTHESES, POTENTIAL RESEARCH OUTCOMES,
AND MANAGEMENT ACTIONS

Hypothesis	Potential Outcomes	Potential Response Actions
Uncertainty No. 5—Will increased hatchery production alter aquatic community structure within the Lake Washington system?		
There is no relationship between sockeye abundance, growth and pre-smolt size in Lake Washington.	<ol style="list-style-type: none"> 1. No relationship 2. Increased sockeye abundance and decreased growth and size* 3. Increased sockeye abundance and increased growth and size 	<ul style="list-style-type: none"> • Examine temperature changes and effects to zooplankton. • Determine causal relationships. • Adjust hatchery production or release strategy if appropriate.
There is no relationship between sockeye abundance and the predation rates on salmonids in Lake Washington.	<ol style="list-style-type: none"> 1. No relationship 2. Increased sockeye abundance and increased predation rate* 3. Increased sockeye abundance and decreased predation rate 	<ul style="list-style-type: none"> • Determine causal relationships. • Adjust hatchery production if appropriate. • Adjust release strategy.
There is no relationship between sockeye abundance and the abundance of other planktivorous fish species.	<ol style="list-style-type: none"> 1. No relationship 2. Increased sockeye abundance and decreased planktivore abundance* 3. Increased sockeye abundance and increased planktivore abundance 	<ul style="list-style-type: none"> • Determine causal relationships. • Adjust hatchery production if there is a causal link with the hatchery and impacts are significant and adverse.
Note: Potential response actions only address the undesirable outcomes, which are followed by an asterisk in the potential outcomes column.		

SECTION 4. AMP MANAGEMENT

4.1 STRATEGY FOR SUCCESS

Section 2 of this document outlines a monitoring and research program considering the base of knowledge that exists and the major uncertainties thought to require careful future monitoring and evaluation. The technical program is expected to evolve each year based on its findings and information from ongoing efforts by the University of Washington, the Washington Department of Fish and Wildlife, the Muckleshoot Indian Tribe, and other investigators. Maximum benefit will be gained from the technical program by the following:

- Strategic use of monitoring resources so that the most important questions are addressed
- Having a well-managed and timely process to analyze the data and to store the results so that they are consistent, retrievable, and accessible to the public for scrutiny
- Establishing criteria for the statistical processes to be used with the various findings and thresholds of variation that can trigger modifications to hatchery operations
- Conducting an open, public process where technical recommendations are considered by the policy group and decisions made consistent with project objectives.
- Broad stakeholder involvement
- Involvement by credible and knowledgeable scientists
- Clear dispute resolution process
- Defined process for voicing minority opinion
- Emphasis on peer review in study plans, analysis and publication.

No matter how good the technical program is, a transparent, predictable and reliable process will be essential to convert the data into usable form and then into the appropriate operational decisions and actions.

There are many possible pitfalls at each step of the adaptive management process, including appropriate and adequate data collection, timely sample processing, analysis of study results, and adjustment of the hatchery program and AMP operations that incorporate the results of the study and its implications. The following steps are recommended to avoid these potential pitfalls:

- Sample and data analysis needs to be conducted in a timely manner. For example, large numbers of otoliths are currently collected in the field from adult and juvenile sockeye salmon. Experience indicates that considerable delay may occur between sample processing and the availability of the data. In order to make informed management decisions, study results must be made available to managers within an acceptable time period. It is expected

that project results, along with all study data, be made available within one year of data collection completion.

- The diverse data being collected by multiple investigators needs to be maintained in a database that is well organized and publicly available. Data compilation and management is an essential component of any large investigation. Archived data should include not only the primary data collected (such as redd counts), but the associated metadata as well. Metadata includes such things as the documentation of the study design: objectives, measurement methods, sampling design, and association of each primary data measurement with a time and place. The completeness and adequacy of the metadata are judged relative to the uses that might be contemplated for the analysis and interpretation of the primary data. Ancillary information that is necessary for re-analysis and interpretation of data is “necessary” metadata.
- Effective communication of the scientific findings to decision-makers will depend on having a designated scientific coordinator who will work with the technical work group to integrate and interpret research results and help the managers to translate results into the appropriate decisions (see Section 4.5 for a further discussion of this).

To ensure that program objectives are met, working group participants must act decisively on a scheduled basis to:

- Evaluate the data.
- Make information available to the public.
- Formulate any recommendations to modify hatchery operations.
- Consider and deliberate on these recommendations in a public forum.
- Adopt the changes necessary to meet program objectives.
- Implement those changes in the next cycle of operations.
- Monitor the results of the implemented actions to ensure that anticipated objectives are achieved.
- Periodically review monitoring program and adjust as necessary to address key issues

A proven model for successful adaptive management is for individuals with knowledge and commitment to the success of a program to work together in an open, transparent, agreed-upon structure. It has been shown in other communities that adaptive management of complex and controversial projects can be successful if the parties work together and reach agreement on support of management decisions. The management decisions need to be developed in a public process that has the benefit of comprehensive technical information and input from interested parties.

The evolution of fisheries science and management in the Pacific Northwest is rich in lessons learned from research and extensive fish culture and habitat management programs that have had varying degrees of success. The Pacific Northwest is home to many

of the world's leading experts in cold-water ecology, fish culture and fisheries management. The extent of the Cedar River Sockeye Hatchery's success will depend, in part, on the ability to enlist the proper expertise to deal with each major technical and management issue that arises.

Successful implementation will require commitment by those involved to initiate, maintain and evolve activities that serve the program's needs. In order to meet the proposed schedule for operating the hatchery in brood year 2007, the adaptive management process must be advanced soon enough to support the operating plan for that year. Suggested implementation steps are:

- Approve the Adaptive Management Plan in 2005 by the LMA parties
- Select a steering committee (by the LMA parties) to manage the AMP startup
- Select a steering committee chairman (by the LMA parties) who would later become operations manager for the Adaptive Management Work Group
- Develop a work plan that will ensure that necessary elements of the AMP, Hatchery Program Management and Annual Operating Plan are in place in time for the first year of operations. See Section 4.5 below for a proposed Implementation Schedule.

4.2 RELEVANT ORGANIZATIONS, COMMITTEES AND PANELS

4.2.1 City of Seattle

The City of Seattle has overall responsibility for implementing the HCP and is one of four parties to the LMA. It is responsible for management of impoundments and diversions of the Cedar River at Landsburg and upstream and for fisheries mitigation as defined in the HCP and LMA.

4.2.2 Washington Department of Fish & Wildlife

The Washington Department of Fish and Wildlife has responsibility for co-management of salmon runs in the Lake Washington Basin under provisions of federal court decisions. It has overall responsibility to preserve, protect and perpetuate the state's fish and wildlife. Within this broader duty of stewardship, the WDFW is to maximize fishing, hunting and outdoor recreational opportunities and to seek to maintain the economic well being and stability of the fisheries industry in Washington. The agency's authorities include establishing and enforcing regulations for time, place and manner of taking the state's component of harvestable salmon and for permitting and regulating in-stream activities.

4.2.3 Muckleshoot Tribe

The Muckleshoot tribe, together with the Suquamish and Tulalip tribes, has responsibility for co-management of salmon runs returning to the Lake Washington Basin under provisions of federal court decisions. These tribes' authorities include establishing and enforcing regulations for time, place and manner of taking their component of the harvestable quota of salmon.

4.2.4 National Marine Fisheries Service

The National Marine Fisheries Service is responsible for the listing and protection of Pacific salmon species at risk under provisions of the Endangered Species Act. Its authorities include review and approval of state plans for recovery of listed species and “taking” under Sections 7 and 10 of the ESA.

4.2.5 U.S. Fish and Wildlife Service

The U.S. Fish and Wildlife Service is responsible for listing and protection of most fresh water fishes, including salmonids, other than salmon that are at risk under provision of the Endangered Species Act. Its authorities include review and approval of state plans for recovery of listed species and actions involving “take” under Sections 7 and 10 of the ESA.

4.2.6 King County

King County is responsible for the protection of water quality and streamside riparian corridors under the provisions of the State Environmental Protection Act and the Shorelines Management Act. Its authorities include issuance of all building permits and special permits for any construction in sensitive areas and within shoreline zones in unincorporated regions of King County.

4.2.7 City of Renton

The City of Renton is responsible for protection of water quality and streamside riparian corridors under the provisions of the State Environmental Protection Act and the Shorelines Management Act. Its authorities include issuance of all building permits and special permits for any construction in sensitive areas and within shoreline zones within Renton City limits.

4.2.8 U.S. Army Corps of Engineers

The Army Corps of Engineers is responsible for regulating construction activities in wetlands and navigable waters under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. Its authorities include issuance of permits for construction in wetlands and within navigable waters.

4.2.9 The Cedar River Anadromous Fish Committee

The Cedar River Anadromous Fish Committee was established by the LMA and serves as an advisory group to the four parties to the agreement. This group has met monthly to review and discuss issues related to fisheries mitigation activities on the Cedar River. The AFC membership presently includes representatives from the following:

- The City of Seattle
- King County
- The Muckleshoot Tribe
- Washington Department of Fish & Wildlife

- National Marine Fisheries Service
- U.S. Fish and Wildlife
- Puget Sound Anglers
- Washington Trout
- Trout Unlimited
- Long Live the Kings
- Public at large.

4.2.10 The Science Panel

The science panel was assembled in early 2000 by invitation from the City of Seattle. Experts in sockeye biology, Lake Washington ecology, fish diseases, genetics and recent hatchery reform initiatives joined this panel from the University of Idaho, University of Washington, U.S. Fish and Wildlife Service, National Marine Fisheries Service and U.S. Geological Survey. They have provided guidance for the development of operating protocols and the monitoring program of the Cedar River Sockeye Hatchery.

4.3 MANAGEMENT PRINCIPLES

The following principles guide the design of the AMP organization and process:

- Monitoring and research programs need to be designed in response to the needs of management entities by scientists with qualifications and experience relevant to the Cedar River system issues.
- The design and results of monitoring and research programs should be independently reviewed by qualified peers.
- A workable process is required to communicate management needs to researchers, to develop recommendations based upon technical findings and to make and implement the appropriate decisions.
- A public forum is required for transfer of technical results to the management entities and to seek consensus on management response to technical findings.
- Interested parties should be provided access to available information as well as to the process for full and timely participation in proposals and recommendations.
- Consensus will be sought as biological results are evaluated and operating decisions are made.

4.4 AMP PARTICIPANT RELATIONSHIPS

One of the most important elements for a successful AM program is an appropriate management structure to implement the AM process correctly. Gold (2004) cited the following principles that should be considered in establishing a management structure.

- Maximize the collaborative process and public participation

- Provide parity between the needs of managers for information to support decision-making and the need for scientists to do the required monitoring and research
- Balancing the need for relevance with the need for quality and objectivity
- Having measurable goals and objectives
- Embracing uncertainty.

Figure 4-1 shows the proposed participants and their relationships for implementation and evolution of the AMP. Other participants in the process are the independent scientists, the researchers, the Technical Work Group and hatchery management. The primary path of communications runs between the Technical Work Group (TWG), the AMWG and the parties to the LMA. The public at large will have access to the information generated by the project as well as be able to participate in the decision-making process. This process is intended to be transparent in order to both serve the public's interest and provide the opportunity for productive input into management decisions.

4.4.1 Parties to the Landsburg Mitigation Agreement

The LMA states: "The Parties are committed to use adaptive management to address critical questions as they arise, and make changes in management based on the results of monitoring to meet the specific objectives of the program." In addition, the LMA states: "Except as otherwise provided, changes in all major aspects of study planning, implementation, and coordination with other related studies shall, within the indicated cost constraints, be subject to the approval of the Parties, in consultation with the [AFC] Committee,...". To be consistent with the LMA, the parties to the LMA will form the decision-making body that receives information and recommendations primarily through the AMWG. Party meetings will be open to the public and held as needed.

4.4.2 Adaptive Management Work Group

The AMWG, composed of agencies and stakeholders with an interest in the Cedar River Sockeye Hatchery Program, formulates recommendations to the parties. Under the LMA, the Cedar River AFC is designated to fulfill the role of the AMWG in providing advice to the parties on the operations and evaluation of the sockeye hatchery. Before the AMWG is formed, the parties will evaluate whether or not there is a need for change to the AFC to fulfill the role of the AMWG. This evaluation will include both the composition of the AFC and the ability of the AMWG to meet its goal of being representational, and discussion with the represented organizations to consider whether changes in individual representatives are needed to seat people best suited to the specific work of the AMWG. The SPU delegate will serve as chairperson and operations manager for the AMWG.

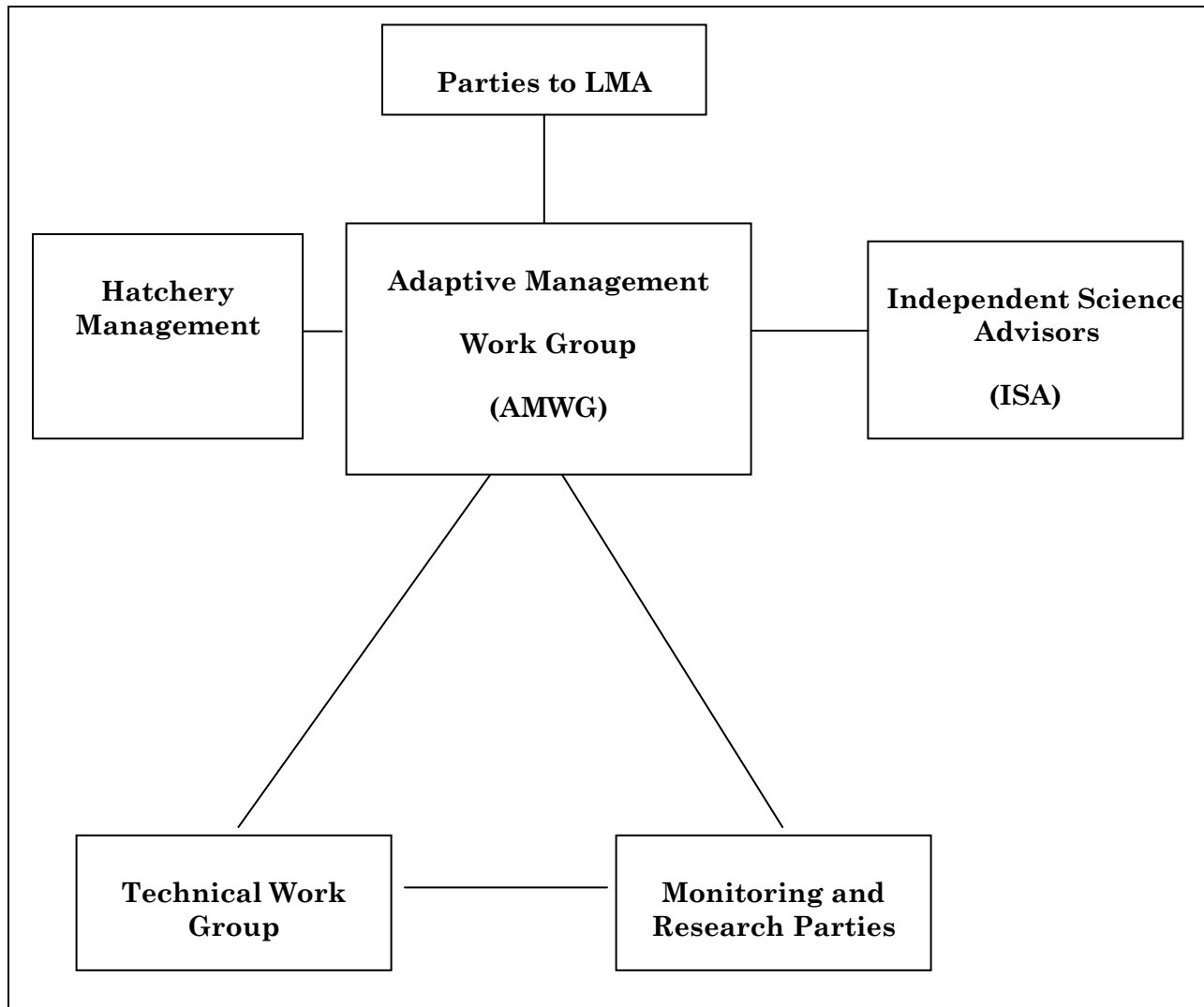


Figure 4-1. Proposed AMP Participant Relationships

The AMWG will be responsible for making recommendations to the parties regarding:

- The framework and detail for AMP policy, goals and direction.
- Membership of the Technical Work Group and the Independent Scientific Advisors.
- Multiple-year budgets and annual operation plans within the context of a long-term (five-year) strategic plan.
- Final review and approval of all science and management activities.
- Establishment of priorities for program implementation
- Adoption of a set of thresholds for each hypothesis in the AMP that will trigger the evaluation and decision-making process. A key component of the thresholds is the level of statistical certainty the monitoring program

should be designed to achieve. The process of evaluating thresholds and for responding to threshold levels will encourage public involvement.

- Adoption of the annual report on current and projected year operations as described in the Operating Protocols.
- Oversight for hatchery operations for compliance with the operating plan with input from the technical work group, other scientific advisors and the public.

In addition, the AMWG will be responsible for the following:

- Assembly and distribution of relevant technical information that comes available in between annual report cycles
- Solicitation and coordination of input from all interested parties.

The AMWG will meet at least annually or as necessary to discuss reports from the Technical Work Group, hatchery managers and others concerning the hatchery program and its effects. These meetings will be public meetings to discuss hatchery activities and findings from the monitoring and research efforts. Meeting topics will generally be scheduled in advance, with agendas issued to the public two weeks in advance of the meetings.

Meetings will be conducted as working sessions where each topic is presented to the attendees by the operations manager or designee, with technical support coming from the ISA or the TWG, as needed. Initial discussions between all members of the AMWG will be conducted to clarify the details and for members to express opinions. This will be followed by any input from the public, and then by debate and the formation of any recommendations to the parties. If there is not consensus with the AMWG on a recommendation, then those holding the minority view shall be given the opportunity to prepare a written statement describing the justification for their position and this statement will be conveyed to the parties for consideration along with the majority's recommendation.

The AMWG operations manager will be responsible for maintaining regular communications with the co-managers, particularly with regard to run-size predictions and harvest management planning and regulating. The operations manager will also maintain regular contact with the parties, ISA, TWG and Hatchery Manager.

4.4.3 Technical Work Group

The TWG will be responsible for the use of sound science in the evaluation of the hatchery. This group will include at least a minimum of five experts in the following areas: pathology, genetics, Lake Washington ecology, sockeye salmon biology and hatchery reform/operations. In addition to these five positions, it is recommended that two other at large positions be available if needed to provide for either appointment of a generalist or for other technical specialists that are identified. These appointees will be selected by the parties to the LMA in consultation with the AMWG. The TWG will elect a chair from its members. The City of Seattle will provide or arrange for technical support in the area of sampling design and statistical analysis, as needed.

It is proposed that the membership of the TWG be recruited from federal and state agencies, tribal organizations, universities, or private practice based primarily on the technical expertise needed and the commitment of candidates to sound resource stewardship. In addition to technical capability, potential members will be evaluated on their ability to work as part of a group and on their interest and ability to clearly communicate scientific information to managers and decision-makers. Members will be appointed on staggered terms. Candidates will not be chosen on the basis of representation of specific organizations or agencies.

Operating guidelines for the TWG will be approved by the parties before the TWG begins its work. The TWG will be responsible for the following:

- Reviewing and recommending the criteria and thresholds that would indicate the point at which either changes should be made to the hatchery program or formal evaluation should occur, as appropriate.
- Drafting monitoring and research objectives, protocols and plans.
- Developing and review budgets and RFPs for monitoring work.
- Reviewing monitoring and research reports.
- Overseeing data management and analysis.
- Evaluating the effects of management actions.
- Recommending the appropriate changes to hatchery operation when trigger points are reached.
- Recommending appropriate changes to the criteria and thresholds when appropriate.
- Recommending changes to the Annual Operating Plan.
- Providing technical review of the Annual Report on hatchery operations.

The TWG will meet on a quarterly schedule, or as necessary, to review new information that is accumulating from hatchery operations and the monitoring and research activities, to conduct the business of the group to fulfill its responsibilities, and to finalize recommendations to the AMWG. These meetings will be open to the public.

A scientific coordinator will be selected by the parties to lead the TWG. The coordinator will chair meetings, plan the work of the TWG and represent the TWG before other committees and the parties. The scientific coordinator will be responsible for maintaining open communication links with the parties, the AMWG, hatchery management and the Independent Scientific Advisors. The TWG will provide advice as needed to ensure that the monitoring and research objectives are relevant, realistic and scientifically credible.

4.4.4 Independent Science Advisors

The Independent Science Advisors will serve as a review and recommending body of the AMWG and as an advisory body for the TWG and will make recommendations to resolve conflicts regarding technical, research, and management approaches. Advisors will be expected to provide independent assessments of monitoring data to determine if thresholds

are exceeded, in cases where professional judgement is used as the primary basis for the decision. This group will be asked to do periodic program reviews. The results of any ISA review or any ISA recommendations will be given directly to the AMWG, TWG and the parties, with copies available to the public upon request.

A list of Independent Scientific Advisors will be developed that includes specialists in the Northwest, not serving on the TWG, who have the qualifications needed to review scientific and technical aspects of the AMP activities. Individuals such as college professors and scientists associated with state, federal or tribal organizations or in private practice are anticipated to form the pool of talent from which to recruit. Nominations for appointment to this group will be solicited from the stakeholder groups and public at large. The parties will select the names of the advisors, after soliciting advice from the AMWG.

4.4.5 Hatchery Management

Hatchery management will be responsible for implementing the decisions of the parties regarding hatchery management operations and for operating the hatchery in an effective and efficient manner. Hatchery management will be overseen by the parties and will interact with the AMWG and the TWG. This group has the following authorities:

- Implementation of technical, science, management or other activities approved and assigned by the parties in consultation with the AMWG
- Implementation of activities under its own authority, e.g., cost-saving management functions; improvement activities in technical/ management areas
- Make recommendations to changes in operations and policy management actions to the AMWG

4.4.6 Public Involvement

Public involvement plays a critical role in providing extended review of scientific findings and of recommendations made by the AMWG to the parties. Public involvement will be integrated throughout the AMP by providing access to information and recommendations, by providing opportunity to listen to committee deliberations and by providing opportunity to comment to committees.

4.5 AMP IMPLEMENTATION

Successful adaptive management is elusive. It is natural to get comfortable with routine and to resist change. Additionally, different pressures will come from various stakeholders to manage the hatchery to best suit their particular interests. It is essential that the policy/decision makers implement a rigorous program to start and evolve an AMP process that will achieve the stated goals and to do so in a manner that instills confidence in all stakeholders and the public at large that hatchery operations are conducted and modified based on the best scientific information available. Table 4-1 provides a proposed series of the major steps foreseen to get the AMP up and running in concert with the start up of first year hatchery operations.

TABLE 4-1.
ADAPTIVE MANAGEMENT PLAN IMPLEMENTATION

Activity	Date
Final drafts of Adaptive Management Plan (AMP), Capacity Analysis, and Operating Protocols Submitted to Anadromous Fish Committee for recommendation	March 2006
Parties to the Landsburg Mitigation Agreement Concurrence	June 2006
Parties to the Landsburg Mitigation Agreement approve membership and operating guidelines for Technical Working Group (TWG) and Adaptive Management Work Group (AMWG)	June 2006
Monitoring and Research Parties (MRP)/ TWG / ISA/ AMWG review Adaptive Management Plan and Operating Protocols and refine / modify criteria and thresholds.	July 2006- January 2007
Development of data management and monitoring protocols (TWG, ISA, AMWG, Parties)	January 2007
Establish Data Management System	March 2007
TWG reviews annual report on hatchery program and provides comments to AMWG	Annually beginning in 2007
TWG recommends priorities for Adaptive Management by reviewing existing uncertainties and hypotheses and adjusting as needed to provide direction for the monitoring program.	Annually beginning in 2007
TWG reviews and recommends modifications, if needed, to criteria, thresholds, and responses	Annually beginning in 2007
Annual operating plan submitted by TWG to AMWG for review and Party approval	Annually beginning in 2007
Review monitoring protocols	Every 5 years

4.6 DATA ACQUISITION AND MANAGEMENT SYSTEM

The development of a system to ensure that the appropriate information is collected, reviewed and stored is crucial to enabling the objective evaluation of the program. The data management system will include procedures for the acquisition, transfer, QA/QC, archival and access to data. Standards will be developed for metadata and data storage. This work will be done during the year before the hatchery begins operation.

4.7 DISPUTE RESOLUTION PROCESS

The goal of the adaptive management committees will be to reach consensus in recommendations and decisions. When this is not possible at the committee level, provisions for the expression of minority opinions will be made so that decision-makers and the public are informed of the diversity of views. When the parties disagree, the dispute resolution process will follow that described in the LMA.

4.8 PROCESS FOR RESPONDING WHEN THRESHOLDS ARE EXCEEDED

The Adaptive Management Plan establishes thresholds (Section 2) that are used to define in advance what would constitute unusual and undesirable outcomes associated with key uncertainties. These thresholds are defined for each set of hypotheses and are intended to be reviewed during the period prior to implementation and periodically thereafter as information is gathered to ensure that they are set appropriately. Where feasible to do so, statistical testing will be used to determine if thresholds have been exceeded. In other cases, experts will be asked to use statistical and quantitative analyses to aid their determination of whether results are significant. In the latter situation, both the TWG and the ISA would be asked to provide their independent assessments of the data to the Parties. If the Parties conclude that a threshold has been exceeded, the parties will ask the TWG to determine the cause. The TWG would be expected to consult with any of the researchers involved and may consult with Independent Scientists as well. The Parties may decide to ask for an independent assessment of cause by independent scientists. The TWG and the independent scientists (when involved) will provide their findings to the AMWG, along with any actions that they recommend be taken. The AMWG will consider the TWG findings and recommendations, along with any from independent scientists, and develop their recommendation for consideration to the parties. The parties will meet to review reports, hear from the public and decide how to respond to the recommendations. If the parties do not accept the recommendations of the AMWG, the parties must provide reasons for doing so and these shall be provided to the public and committees upon request. If response actions are required, monitoring will continue to determine whether the response action has been successful in reducing the effect so that it drops below the threshold level. If the response action is unsuccessful, further analysis would lead to consideration of alternatives. Thus, the adaptive management process is a cycle involving monitoring, evaluation, adjustments to operations, when necessary, and continued monitoring and evaluation (see Fig. 1-1). For further information see Section 2 and 3.

4.9 SUMMARY

The long-term success of the Cedar River Sockeye Salmon Hatchery hinges upon effective cooperation and coordination between the involved agencies, the Muckleshoot Tribe, the stakeholders, the public and the scientific community. This hatchery is very significant because of its visibility, history, and potential benefit. An extraordinary level of effort is being invested in implementing this sockeye mitigation project in a manner that is compatible with natural systems. There is a risk that complicated procedures could result in excessive costs and reduced benefits. To optimize the scientific and other community benefits, it is incumbent upon all participants to streamline and simplify where possible while striving to meet project objectives.

The Adaptive Management Plan and the other program documents are proposed to become the basis for the Annual Operating Plan for the first year of operations and for the management structure that will be necessary for implementation of a successful Adaptive Management process. Discussions and negotiations between the participants will be needed to finalize the roles and responsibilities of each participant and to select the proper team. Membership in the technical groups and hatchery management should always be based upon technical expertise and professionalism, not on affiliation. Early initiation of

discussions between the parties and their advisors should lead to an effective startup and hopefully good operating efficiency and more healthy fish in the Lake Washington system.

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Cedar River Sockeye Hatchery Program Adaptive Management Plan: Adaptive Management Work Group Charter and Operating Guidelines

Preamble

Multiple reasons exist for preparing a work group charter. One is to document the work group's purpose and to clearly define individual and group roles, responsibilities, and operating rules. Next, it establishes procedures for both the work group and agency staff on communicating, reporting, and decision-making procedures. It lays out a blueprint for conducting business for the programmatic objectives, and defines how the team works in an empowered manner, including setting out responsibility and authority. Finally, it facilitates stakeholder buy-in by including key members in the decision making process.

Because there are a wide variety of work groups, group sizes, and organizational protocols, no two charters will ever be identical. That affords members a great deal of latitude in determining what information should or should not be incorporated into the charter. The key in evaluating charter content is to ask the question: "Will this information potentially minimize conflict or confusion later in the project?" If the answer is "yes," then that component of the work group charter should be incorporated.

Work group charters formalize information that is frequently given as "understood" among members. As such, some members (particularly those with years of service in an organization) may balk at the notion that they should document how their relationship with their peers should function. Also, work group charters generally have little or no enforcement capability associated with them. The success of this charter is reflected in the successful operation of the hatchery. Ultimately, that is more important than the group itself. The charter frequently hinges on work group members' capacity to police themselves and adhere to the spirit if not the letter of the operating guidelines. If they can capably encourage others to follow the guidance of the work group charter, it becomes more effective over time.

1. Introduction

a. Background and context

- The Adaptive Management Plan (AMP) defines an operating and management framework for the Cedar River Replacement Sockeye Hatchery Program ("the Hatchery") as a legal component of the Landsburg Mitigation Agreement (as further described in section 2.b.iv.3). The Adaptive Management Work Group (AMWG) and the Technical Work Group (TWG) are specified in the AMP as the body of stakeholders responsible for overseeing research and monitoring under the Adaptive Management Plan on behalf of the Cedar River Sockeye Salmon Hatchery (see section 2.b.i details about governance structure of the

AMWG, and see section 2.b.iv(1) regarding the TWG). The AMWG is composed of agency representatives and stakeholders with an interest in the Cedar River Sockeye Hatchery Program, and formulates recommendations to the Landsburg Mitigation Parties regarding operation of the hatchery. The TWG is composed of up to seven technical experts with scientific focus on different aspects of salmon ecology, biology, and production science. The AMP provides direction for exploring and resolving “key scientific uncertainties” related to the effects of operating the Hatchery in order to achieve the Vision as stated immediately below. The AMP was completed in 2006 and will be critically reviewed and updated to reflect any significant developments or needed changes since then..

b. Vision

i. The AMWG uses a sustainable adaptive management approach to meet these goals:

- Implement the Cedar HCP and Landsburg Mitigation Agreement commitments related to a biologically and environmentally sound long-term sockeye hatchery program that will help to provide for the sustainability of a well-adapted, genetically diverse, healthy, harvestable population of Cedar River sockeye.
- Avoid or reduce detrimental effects on the fitness and diversity of naturally reproducing salmon populations in the Cedar River and the Lake Washington basin.
- Augment fry production from natural sockeye spawning in the Cedar River to produce a larger and more consistent number of returning adult sockeye, such that more frequent and more robust tribal and sport harvest fisheries should result.

c. Purpose

- The central purpose of the AMWG is to direct the collection of information and to guide the use of that information to make ongoing recommendations to the LMA Parties for hatchery operations (including but not limited to: establishment of egg-take goals and hatchery production plans, broodstock collection, spawning and incubation of eggs, rearing and marking of hatchery fry, release of hatchery fry into the natural environment, and monitoring, evaluation, and documentation of hatchery activities) to best achieve the objectives of the AMP.

d. Objectives

- Use research, monitoring, and analysis to improve the effectiveness of Hatchery operations.
- Provide oversight by tribal government, relevant agencies, and stakeholders in the operation of the Hatchery.

2. **Governance**

a. Organizational Hierarchy (see also attached “Governance Structure” diagram)

- The Adaptive Management Work Group is charged with directing the scientific research and monitoring process for providing recommendations for improved hatchery operations

to the LMA Parties over time. This includes providing direction for collection and use of information by the Technical Work Group to address the key uncertainties in the AMP, and other issues as deemed appropriate by the AMWG. The AMWG will direct the activities of the TWG in consultation with other parties involved in conducting the research, and with peer review input from the Independent Science Advisors (ISA) [see section b.iv(2)]. The AMWG, in consultation with the TWG, will then provide reports and recommendations for operational hatchery changes and /or other relevant and related activities as appropriate, to the LMA Parties [see section b.iv(3)] for approval as needed.

b. Role and responsibilities

i. Role and responsibility of Adaptive Management Work Group

- (1) The AMWG guides the implementation of the AMP. It's primary role is to direct the use of science to address uncertainties associated with the operation of the Hatchery—especially the five key uncertainties identified in the AMP—and to use lessons learned to make recommendations for changes to hatchery operations that are consistent with the above stated vision. All recommendations for actions to be taken by the LMA Parties with regards to operation of the Hatchery are made by the AMWG.
- (2) The AMWG will be responsible for making recommendations to the LMA Parties regarding:
 - The framework and detail for AMP policy, goals, direction and specific actions.
 - Membership of the TWG and ISA
 - Multiple-year budgets and annual operation plans within the context of a long-term (five-year) strategic plan.
 - Final review and approval of all science and management activities related to hatchery operation.
 - Establishment of priorities for program implementation.
 - Adoption of a set of thresholds for each hypothesis in the AMP that will trigger the evaluation and decision –making process.
 - In conjunction with the TWG collect and utilize current existing information to evaluate the currency of key uncertainties in the AMP..
 - Adoption of the annual report on current and projected year operations described in the “Operation Protocols”.
 - Oversight for hatchery operations for compliance with the operating plan with input from the TWG, the ISA, and the public.
 - Assembly and distribution of relevant technical information that becomes available in between annual report cycles.
 - Solicitation and coordination of input from all interested parties.

- (3) The AMWG has the above responsibilities as a function of its support to the LMA Parties. The LMA Parties have exclusive authority over what recommendations to partially or fully adopt or reject. In addition, the LMA Parties may make requests of the AMWG for technical inquiry and the AMWG will respond timely to any such requests with recommendations, information, or TWG scientific requests, and will timely inform the TWG of all such requests.
 - (4) AMWG and LMA Parties' approval will be required before the TWG begins implementing specific research or monitoring recommendations it provides to the AMWG. The TWG may formally recommend consideration of an issue or proposal by the AMWG at any time, and the AMWG will provide prompt communication regarding the request.
 - (5) In the course of implementing the AMP, the AMWG may wish to further discuss technical issues with the TWG or vice versa, and either work group may request a joint meeting of the AMWG and TWG to discuss and resolve technical and/or operational issues at any time.
 - (6) The AMWG may find that there are issues or opportunities that would be well-served by the formation of a sub work group. The AMWG may form ad-hoc sub-groups as deems appropriate for the success of the AMP.
- ii. Role and authority of the AMWG Chair
- (1) The SPU representative to the AMWG is to act as its Chair. The Chair has the primary duty of calling all meetings to order and officially presiding over the Work Group meetings. This includes: preparation and dissemination of the agenda at least five days in advance, recognition and assignment of official action items, and the review of past action items at each meeting. The Chair has a single equal vote on all issues officially considered by the AMWG.
 - (2) The AMWG Chair and the Scientific Coordinator [see section b.2.iv(1) below] will serve as the primary contacts for communications occurring between the two work groups as further described in the "Communications" section 3 below.
 - (3) The AMWG Chair will also serve as the "Operations Manager" for the AMWG regarding all hatchery issues. The Operations Manager will be responsible for maintaining regular communications with the co-managers, particularly with regard to run-size predictions and harvest management planning and regulating functions of the co-managers. The Operations Manager will also maintain regular contact with the LMA Parties, the TWG, the ISA, and the Hatchery Manager.

- iii. Role and responsibility of SPU AMP lead staff
 - The AMP lead staff is assigned to facilitate the success of the AMP process. This includes coordination with and among the groups involved in the AMP process and with individual members of the groups and their respective agencies. The AMP lead staff does not have a vote in any official decisions made by the AMWG, but will often participate in deliberations by the work groups. The AMP lead staff will conduct programmatic duties as requested by the AMWG, the TWG, and SPU in support of the AMP process.
- iv. Roles and responsibility of other organizations/workgroups
 - (1) Technical Work Group:
 - The Technical Work Group's role is to: 1.) provide the AMWG with recommendations for prioritization of data needs and to oversee monitoring, scientific data collection, information storage and access, and research requested by the AMWG to inform the best operation of the hatchery; and 2.) evaluate the information generated through monitoring and research, and use that information to make recommendations regarding the operation of the hatchery. The TWG provides the technical work needed to resolve the key uncertainties in the AMP and other possible relevant issues for implementation of improvements to hatchery operations. The TWG elects among its members a "Scientific Coordinator" to serve as the chair of the work group.
 - (2) Independent Science Advisors (ISA)
 - The ISA is a group of independent peer reviewers who may provide review and comment on studies and recommendations from the TWG, and may assist the AMWG and the TWG in evaluation of information and recommendations from the TWG. The ISA is intended to provide a roster of scientists reflecting a range of specialized technical expertise, which may be sought to provide further guidance or input on topics or recommendations considered by. The AMWG envisions consulting experts from the ISA infrequently in cases where specific technical perspectives may be desired. Formal AMWG approval will be required for any expenditure of AMP funds on ISA-related activities.
 - (3) LMA Parties
 - The legal oversight of all management activities related to the Cedar Sockeye Hatchery is provided by the LMA Parties according to the terms of the Landsburg Mitigation Agreement and also by the Muckleshoot Indian Tribe Settlement Agreement. The LMA Parties referred to here, and for the purposes of the AMP and the AMWG include: City of Seattle, U.S. Fish and Wildlife Service, NOAA Fisheries Service, the Washington Department of Fish and Wildlife, and the

Muckleshoot Indian Tribe (by the powers provided in the MIT Settlement Agreement).

(4) Anadromous Fish Committee (AFC)

- The AFC is an advisory group formed in the LMA to support the implementation and oversight of the LMA. The AFC remains an extant committee concurrent to the AMWG, and has ongoing responsibility related to anadromous fish issues outside of the Hatchery or the AMP (primarily related to the protection and management of species other than sockeye, including passage of fish at Landsburg Dam, habitat considerations in the Cedar River, et cetera).

(5) Hatchery Manager

- The Hatchery is to be operated by the Washington Department of Fish and Wildlife under contract with Seattle Public Utilities. A copy of that contract, including annual implementing documents, will be accessible to the AMWG, as requested.

c. Membership

- i. The AMWG membership is as specified for the AFC in section F.1 of the LMA. The composition of the AMWG is:
 - (1) Seattle Public Utilities (Chair)
 - (2) U.S. Fish and Wildlife Service
 - (3) NOAA Fisheries Service
 - (4) Washington Department of Fish and Wildlife
 - (5) Muckleshoot Indian Tribe
 - (6) King County Department of Natural Resources and Parks
 - (7) At-large Public Interest Stakeholder Member: Washington Trout
 - (8) At-large Public Interest Stakeholder Member: Puget Sound Anglers
 - (9) At-large Public Interest Stakeholder Member: Frank Urabeck (Public)
 - (10) At-large Public Interest Stakeholder Member: Bill Robinson (Public)
- ii. Members serve voluntarily on the AMWG and are paid by their primary employer (if at all) for the duties provided to the AMWG. The AMWG only assigns representation to individuals who serve as at-large public interest members. Agencies/organizations hold membership as constituent member organizations, regardless of which individuals serve as their staff on Work Group.
- iii. Appointed Stakeholder Members shall serve for five-year terms, effective from the date of selection by the Parties (deemed to be October 1, 2010 for the inaugural AMWG). Stakeholder Members may serve multiple terms. There are no terms or limits of membership duration for the other agency members of the AMWG.

- iv. There are no provisions for proxy or alternate attendance. However, agency membership is by agency and not personnel, and therefore more than one staff member may represent the agency and may cast a single vote on behalf of that member agency. Member organizations will be responsible for determining who should attend meetings of the AMWG and whether that person is authorized to formally represent (i.e. vote) the organization in the meeting.

d. Meetings

- i. The AMWG will meet at least quarterly or more frequently as approved by the Chair and AMWG. These meetings are to discuss hatchery operational activities and issues related to using scientific investigation and adaptive management to operate the hatchery. Meetings will be open to public attendance.
- ii. A draft agenda and work products prepared by the Chair will be sent to the AMWG members at least one week prior to any regular meeting. All Work Group meeting agendas shall be approved by the AMWG at the beginning of each meeting, and shall include a prescribed time as a separate agenda item during which members of the public may share their ideas, comments, and views on AMWG activities. The Chair may limit the amount of time allotted to the public to address the AMWG. Items may be added to the current agenda during the course of a given meeting by majority vote of the Members; however, no action may be taken on such items at that meeting.
- iii. Meetings will be conducted as working sessions where each topic is presented to the attending members by the AMWG Chair, the AMP lead staff, the Scientific Coordinator, and/or Scientific Coordinator's designee, with technical support from the others as necessary.
- iv. The AMWG will participate with the TWG in a regular joint scientific review session that will be open to the public, for review and discussion of the status of the research and monitoring activities of the AMP.
- v. The AMWG Chair will be responsible for providing staff for the purpose of keeping minutes of each meeting of the Work Group. Minutes include a summary of each agenda item discussed, which captures the context and the intent of the AMWG. Minutes will also serve as a record of all actions taken by the AMWG. Minutes will document key arguments made for and against actions of the Work Group.

e. Decision making

- i. Discussions between AMWG members and any other consulted parties will be held to clarify details and understandings in the process of developing recommendations for the LMA Parties. This will be followed by a reasonable opportunity for input from the public, and then by debate and the formation of recommendations to the LMA Parties.

- ii. All AMWG recommendations will be transmitted directly to the LMA Parties for approval.
 - iii. The AMWG will make determined efforts to make all formal work group decisions regarding study recommendations, hatchery management, or other technical issues, by full consensus of all the members. Should there be no clear consensus for a recommendation to the LMA Parties, despite extensive group deliberation, the AMWG may hold a majority vote at the discretion of the Chair. Any member of the AMWG may independently move for a vote on a recommendation, which may be held if seconded by another member. All formal votes will be decided by a simple majority of a quorum of members.
 - iv. The AMWG shall be considered to have a quorum of members present when at least six members are present, and must include both the MIT and WDFW members. Members may participate by telephone or video conference as necessary.
 - v. In the event of a non-consensus, majority-voted recommendation, those members in the minority may provide a minority supported counter-recommendation to the LMA Parties.
 - vi. In the event of an irresolvable disagreement over a recommendation or technical issue, as reflected by split decision of a quorum of the AMWG members, the LMA Parties may request, and must be provided with, a summary assessment and opinion statement by each equal portion of the AMWG membership. The LMA Parties will retain sole authority over how or if a response to the split opinion will be provided.
- f. Process for responding when thresholds are exceeded
- Adaptive Management is by definition the use of newly acquired data and knowledge to improve the management of the resource in question—in this case, the operation of the Hatchery as a means of achieving the AMWG Vision. As such, it is important to establish clear, quantitative data triggers or thresholds of impact that provide for consideration of changes to operations. The Adaptive Management Plan establishes specific primary statistical thresholds for results associated with each of the five AMP Key Uncertainties. The goal of the thresholds is to provide for an objective, quantitative, decision point for use by the TWG and the AMWG to prompt response actions to unusual or undesirable hatchery-generated outcomes. These thresholds are intended to be reviewed during the period prior to implementation and periodically thereafter as information is gathered to ensure that they are set appropriately. It is of great importance that the AMWG and TWG consider these thresholds in their deliberations about research, monitoring, and any potential operational changes to the hatchery that may come from threshold exceedance and the implications thereof in the adaptive management process. Section 4.8 of the

AMP delineates the process by which the TWG and AMWG will consider and respond to threshold.

- The Adaptive Management Plan establishes specific primary statistical thresholds for results associated with each of the five AMP Key Uncertainties. The goal of the thresholds is to provide for an objective, quantitative, decision point for use by the TWG and the AMWG to prompt response actions to unusual or undesirable hatchery-generated outcomes. It is of great importance that the TWG consider and include these thresholds in deliberations about research, monitoring, and any potential operational changes to the hatchery that may come from threshold exceedance and the implications thereof in the adaptive management process. Section 4.8 of the AMP delineates the process by which the TWG and AMWG will consider and respond to cases where thresholds are exceeded.

g. Process for making changes to the Work Group Charter/Operating Guidelines.

- If, after some period of time, amendments or modifications to the operating guidelines of this charter are necessary, the AMWG may recommend amendments or modifications to the LMA Parties according to its normal decision making process.

3. **Communications**

a. General communication expectations

- It is the belief of the AMWG that the process of utilizing information gathered through objective scientific inquiry to guide the operation of the Cedar Sockeye Hatchery will be best met when communications and interactions within the work group and among the work groups are highly transparent to all members.

b. External communication expectations

- In the course of executing the research and monitoring program for the AMP, AMWG members will likely hold conversations with scientists and peers from various other organizations, including the ISA. In addition to any ad hoc joint meetings planned, the AMWG and TWG will also participate in a regular joint scientific review workshop that will be open to the public, for a review and discussion of the status of the research and monitoring activities as well as the operational activities that derive from implementation of the AMP.

c. Communications with TWG

- i. The AMWG is expected to communicate both formally and informally with the TWG in the process of implementing the AMP. Requests for technical issue, research, or monitoring discussion by the TWG will be made through a formal request by the AMWG as described immediately below. Informal dialogue between individual members of the work groups is very important to building shared understandings and debating important

technical issues in the AMP process. This type of discussion between members should foster mutual collaboration between the work groups.

- ii. However, it is the duty of individuals in both work groups to elevate conversations that have potential bearing on the development or evaluation of LMA Party recommendations to AMWG Chair and TWG Scientific Coordinator. It is the responsibility of the AMWG Chair and the Scientific Coordinator to provide both work groups with sufficient notice and information about the topics of discussion that bear directly on the development of recommendations by the TWG. All AMWG recommendations (and counter-recommendations should they exist) to the LMA Parties will be communicated to the TWG at the time they are provided to the LMA Parties. Also, should the AMWG opt to forgo a recommendation by the TWG, the AMWG will promptly communicate that decision back to the TWG.
 - iii. When a topic of scientific interest is to be discussed for potential recommendation of hatchery management actions to the LMA Parties, that topic will be formally discussed with the TWG prior to the submission of an AMWG recommendation to the LMA Parties. The protocol for this process will be a written request for consideration of an issue from the Chair of the AMWG to the TWG via the Scientific Coordinator. The Scientific Coordinator will then be responsible for planning for timely discussion of the issue on the TWG regular meeting agenda.
 - iv. The TWG will provide written and verbal information to the AMWG on a periodic basis regarding research and monitoring topics. The TWG will provide the AMWG with at least one formal summary science report on an annual basis, that describes the data collection, analysis and results information related to the AMP process for that year. The annual report is to be a component of the annually updated AMP Research Plan as described in Section 5d. below. The TWG will work with the AMWG to develop a mutually agreed format for the annually updated summary report and Research Plan.
- d. Communications with LMA Parties
 - e. Communications with ISA
 - The primary role of the ISA is to provide the AMWG with an independent technical assessment resource for improving the AMWG's ability to evaluate scientific issues and/or recommendations and feedback from the TWG. There may be times, however, when a member of the TWG wishes to consult one or more of their peers on a technical issue. In general, this communication is expected and encouraged. However, at times when the AMWG is actively consulting members of the ISA on a TWG recommendation, the TWG member(s) will notify the AMWG Chair when any direct communication with any of those ISA members occurs..

- f. Communications with SPU and Hatchery Management
 - i. The AMWG and the TWG, will frequently interact with SPU and the Hatchery Manager in the process of developing recommended activities in hatchery operations. It is intended that the AMWG should have direct access through the AMWG Chair to communicate with the hatchery manager in developing information and recommendations related to the AMP process.
 - ii. Any actual requests of the hatchery managers for operational or monitoring activities will be made in the form of recommendations from the AMWG.

4. Public Involvement in Adaptive Management Process

- a. Public input process
 - i. It is an important part of the scientific process for the hatchery that it be open and visible to the public. Most public input and comment to the AMP process will be made via the AMWG. As described in Section 2d. above, all regularly scheduled meetings of the AMWG will be open to the public and will include on the agenda, an opportunity for public input.
 - ii. Any public comments or inquiries made directly to the TWG will be routed to the AMWG for official, formal public response.
- b. Public Outreach
 - It is important to the transparency of the AMP process that the public be given opportunity to share in the learning that is desired in the adaptive management of the hatchery. The AMWG will develop a public information and outreach strategy, so that the AMWG provides sufficiently detailed technical information to the public at large regarding the AMP and the work of the TWG. The primary vehicle for this technical reporting will be provided by a regular joint scientific review workshop.

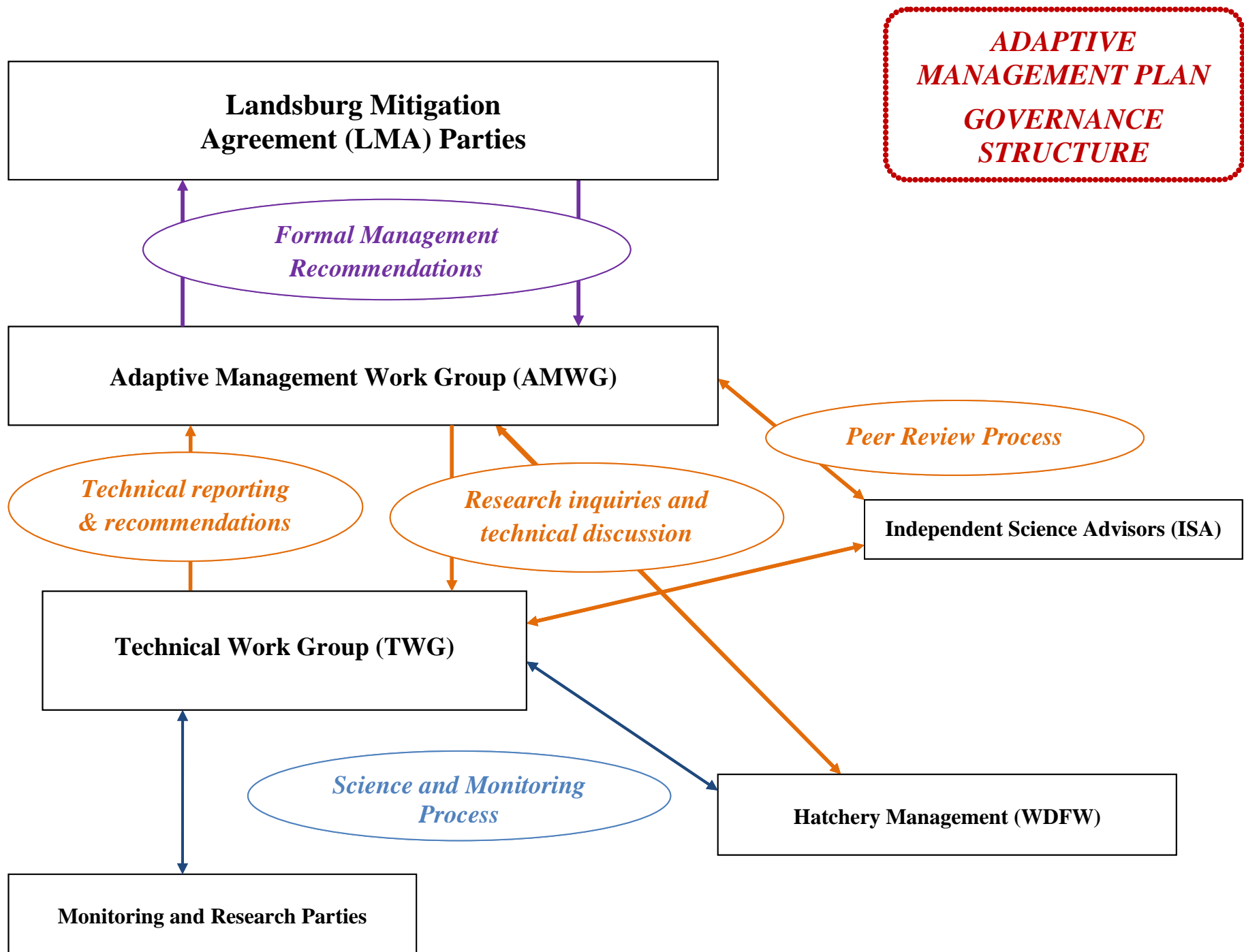
5. Work Planning

- a. Pre-hatchery workplan
 - i. The major focus for the AMWG in advance of the start of hatchery production to commence in Fall 2011, will be:
 - (1) Review and update of the 2006 approved Adaptive Management Plan (AMP)
 - (2) Oversight and direction to the TWG in their development of an existing information/data collection project.
 - (3) Oversight and support for the TWG development of a data and information management and storage strategy
 - (4) Review and timely response to the TWG recommendations for prioritization of monitoring and research needs from key uncertainties described in AMP.

- (5) Preparation of recommendations for initial research and data collection activities at hatchery start up in 2011, based on consideration of technical input from the TWG and other relevant information.
- b. Process for developing new research inquiries
 - i. The key scientific uncertainties related to the management of the hatchery are identified and well described in the AMP. However, other new or emerging issues of scientific interest or concern may arise for either the AMWG or the TWG.
 - (1) The TWG will provide the AMWG with written proposals for any new research inquiries not previously approved by the AMWG or the LMA Parties, and will await direction from the AMWG before commencing any new monitoring or research.
 - (2) The AMWG will provide formal requests for evaluation of new or emerging issues, and request formal recommendations from the TWG as necessary.
- c. Annual monitoring plan
 - The AMWG will provide review, comment, and approval of the annual monitoring plan prepared and recommended by the TWG..
- d. Annually updated Research Plan and Report
 - In addition to the annual monitoring plan, the AMWG is responsible for reviewing and adopting the annually updated overall Research Plan and Report directed by the TWG. The Research Plan will review the past year's activities and outcomes, and will characterize all recommended long-term study activities under the AMP process including all data collection (monitoring), research, evaluation, and recommended activities by the hatchery managers for the implementation of the AMP.

6. Funding

- a. SPU support for program
 - i. SPU has responsibility for the fiscal support of the AMP program. This means that in meeting its obligations under the Landsburg Mitigation Agreement, SPU will provide funding for monitoring, research, data collection, information storage and analysis leading to conclusions and possible recommendations, as required, and as available through the City's budget appropriations process.
 - ii. SPU has preliminarily identified available funding for the AMP direct cost and administrative support of approximately \$300,000 per year. Specific budget allocations for monitoring and scientific studies, that have been recommended by the AMWG and approved by LMA parties, as well as administrative support will be developed by SPU and provided to the AMWG and TWG for timely consideration of each year's research agenda and monitoring plan.



ATTACHMENT J

SPU Agreement Number 22-048-A

CEDAR RIVER SOCKEYE HATCHERY MAINTENANCE RESPONSIBILITY ASSIGNMENT TABLE

E=ELECTRICAL, TRAN=SPU TRANSMISSIONS, SPU O=OTHER LEAD CRAFT, IT=SPU IT, SPU CO=CONTRACT OUT; SPU SCADA=SCADA TECHNICIANS		LMA Hatchery Budget						SPU SCADA	Maximo Priority
		WDFW	SPU E	SPU TRAN	SPU O	SPU CO	SPU ITD		
MAINTENANCE RESPONSIBILITY MATRIX	Housing Occupant								
RESIDENCES (Houses and Attached Garages)									
Asphalt Roof Shingles									
-Repair / Maintenance					x	x			4-8
-Moss treatment		x							N/A
-Remove leaves/small storm debris	X								N/A
-Clean gutters	X								N/A
Exterior Siding, Decks, Porches									
-Major repair / paint					x	x			4
-Clean / minor repair	X								N/A
Sectional Overhead Doors (Garage Doors)									
-Repair/maintenance			x		x	x			4
-Clean / minor repair	X								N/A
Vinyl Windows									
-Repair / replace					x	x			4
-Clean / minor repair	X								N/A
Flooring (Vinyl and Carpeting)									
-Replace						x			N/A
-Clean	X								N/A
Appliances (Stove and Hood, Refrigerator, Clothes Washers, Dish Washer, etc.)									
-Clean / minor repair	X								N/A
-Scheduling service	X								N/A
-Major repair / replace						x			N/A
Furnishings (Window Coverings)									
-Clean	x								N/A
-Repair / replace						x			N/A
Interior Finishes (Paint, other)									
-Repaint / refinish					x	x			4
-Routine cleaning/minor repair / touch-up	x								N/A
Domestic and Service Water Piping									
-Schedule repairs/maintenance	x								N/A
-Repair						x			4
Electric Water Heaters									
-Schedule repair / maintenance	x								N/A
-Repair or replace					x	x			4-8
Sanitary Waste									
-Schedule repair / maintenance	x								N/A
-Pump septic tank						x			N/A
Plumbing Fixtures									
-Routine cleaning/minor repair	x								N/A
-Schedule major repair	x								N/A

E=ELECTRICAL, TRAN=SPU TRANSMISSIONS, SPU O=OTHER LEAD CRAFT, IT=SPU IT, SPU CO=CONTRACT OUT; SPU SCADA=SCADA TECHNICIANS		LMA Hatchery Budget							
MAINTENANCE RESPONSIBILITY MATRIX	Housing Occupant	WDFW	SPU E	SPU TRAN	SPU O	SPU CO	SPU ITD	SPU SCADA	Maximo Priority
-Major repair						x			N/A
Heating and Ventilating (Furnace and Fans)									
-Replace filters/minor repairs to vents, etc.	x								N/A
-Schedule service / repair	x								N/A
-Major repair					x	x			4-8
Electrical Panels (repair)			x			x			4-8
Interior and Exterior Lighting									
-Repair			x			x			4
- Replace bulbs	x	x							N/A
Fire Alarms									
-Schedule repair		x							N/A
-Replace smoke detectors		x							N/A
-Change smoke-detector batteries	x								N/A
-Major repairs			x			x			4-9
-Fire Extinguishers	X								N/A
Hatchery Flow and SCADA Alarms (SPU installed)									
-Sensor repairs								x	
-Preventative Maintenance								x	
-Software updates								x	
Hatchery Flow Alarms (WDFW installed)									
-Schedule repair		X							
-Maintenance or replacement		x							
Communication Lines (Phone, Cable, Security Gate Controls and Intercoms)									
-Install telephone handset	x								N/A
-Maintain security gate controls					x	x			4-9
Exterior Improvements (Trees, Shrubs, Ground Covering)									
-Normal care (mowing, weeding, pruning, etc.)	x								N/A
-Scheduling major care	x								N/A
-Remove trees and other major care					x	x			4-9
COVERED RV PARKING AREA									
Metal Roof Panels									
-Repair / replace					x	x			4-8
-Clean / minor repair		x							N/A
Domestic and Service Water Piping									
-Schedule repair		x							N/A
-Repair						x			N
Lighting Control Devices									
-Schedule repair		x							N/A
-Repair / maintenance			x			x			4-8
Enclosed Switches and Circuit Breakers			x						4-9
Exterior Lighting									
-Repair			x						4-8

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MAINTENANCE RESPONSIBILITY MATRIX	Housing Occupant	WDFW	SPU E	SPU TRAN	SPU O	SPU CO	SPU ITD	SPU SCADA	Maximo Priority
-Replace bulbs accessible with small ladder		x							N/A
-Replace street lamp bulbs			x						4-8
Sanitary Waste									
-Schedule repair		x							N/A
- Repair						x			N/A
LARGE GARAGE AND STORAGE BUILDING									
Metal Roof Panels									
-Repair / replace					x	x			4-8
-Clean / minor repair		x							N/A
Siding									
-Repair / paint					x	x			4
-Clean / minor repair		x							N/A
Sectional Overhead Doors									
-Repair / maintenance			x		x	x			4
-Clean / minor repair		x							N/A
Vinyl Windows									
-Repair / replace					x	x			4
-Clean / minor repair		x							N/A
Interior Lighting									
-Repair			x			x			4
- Replace bulbs		x							N/A
Exterior Lighting									
-Repair			x						4
-Replace bulbs accessible with small ladder		x							N/A
Enclosed Switches and Circuit Breakers			x						4-9
Exterior Improvements Including:									
Planting Trees, Shrubs, Groundcovers, Gravel Path, Asphalt									
-Normal care (mowing, weeding, pruning)		x							N/A
-Scheduling major care		x							N/A
-Remove trees					x	x			4-9
HATCHERY BUILDING									
Metal Roof Panels									
-Repair / replace					x	x			4-8
-Clean / minor repair		x							N/A
Siding									
-Repair / paint					x	x			4
-Clean / minor repair		x							N/A
Overhead Coiling Doors									
-Repair / maintenance			x		x	x			4
-Clean / minor repair		x							N/A
Vinyl Windows									
-Repair / replace					x	x			4
-Clean / minor repair		x							N/A
Floor Coverings (Vinyl, Tile, Carpet)									
-Replace / repair						x			N/A

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MAINTENANCE RESPONSIBILITY MATRIX	Housing Occupant	WDFW	SPU E	SPU TRAN	SPU O	SPU CO	SPU ITD	SPU SCADA	Maximo Priority
-Scheduling carpet cleaning or repair		x				x			N/A
-Clean carpets		x				x			N/A
Appliances									
-Clean / minor repair		x				x			N/A
-Scheduling service or replacement		x							N/A
-Major repair / replace						x			N/A
Fume Hoods									
-Cleaning / minor repair		x							N/A
-Scheduling repair		x							N/A
-Repair / replace			x		x	x			4
Circular Tanks									
-Tank water alarms		x							
-Tank Repairs		X							
-Tank plumbing installed by WDFW		X							
Furnishings (Window Coverings, Desks, Chairs, Tables)		x				x			N/A
Fire Suppression Piping (test, repair, replace)						x			4
-Fire Extinguishers				X					8
Plumbing Including:									
Motors			x						4-9
Meters and Gages					x			x	4-8
General-Duty Valves				x					4-9
System Valves				x					4-9
Heating Cables			x						4-8
Domestic and Service Water Piping					x	x			4
Pumps			x	x					4-9
Potable-Water Storage Tanks						x			4
Sanitary Waste and Vent Piping						x			N/A
-Scheduling service		x							N/A
Electric Water Heaters									
-Schedule repair / maintenance		x							N/A
-Repair or replace			x		x	x			4-8
Plumbing Fixtures									
-Minor repair		x							N/A
-Schedule repair		x							N/A
-Major repair					x	x			4-8
Plumbing Specialties									
Emergency Plumbing (Eye Wash and Shower)		x				x			N/A
Heating, Ventilating, and Air Conditioning (HVAC) Including:									
Motors			x						4-9
Meters and Gages					x		x		4-9
General-Duty Valves				x					4-9
Instrumentation and Controls					x	x	x		
Fuel Oil Distribution						x			N/A
Hydronic Pumps			x		x	x			4-9
Power Ventilators			x		x	x			4-8
Cast-Iron Boiler					x	x			4-9
Hydronic Heat Exchangers			x		x	x			4-9

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MAINTENANCE RESPONSIBILITY MATRIX	Housing Occupant	WDFW	SPU E	SPU TRAN	SPU O	SPU CO	SPU ITD	SPU SCADA	Maximo Priority
Chiller			x		x	x			4-9
Heat Recovery Ventilators (HRV)			x		x	x			4-9
Modular Indoor Air-Handling Units			x		x	x			4-9
Electric Duct Heaters			x			X			4-8
Wall Heaters			x			X			4-8
Propeller Unit Heaters			x			X			4-8
Electrical Including:									
Lighting Control Devices			x						4-8
Switchboards			x						4-9
Panel boards			x						4-9
Motor-Control Centers			x						4-9
Fuses			x						4-9
Enclosed Switches and Circuit Breakers			x						4-9
Enclosed Controllers			x						4-9
Variable Frequency Controllers			x						4-9
Packaged Engine Generators			x		x	x			4-9
Transfer Switches			x						4-9
Interior Lighting			x						4-8
-Repairs			x						4-8
-Replace bulbs, minor repairs		x							N/A
Exterior Lighting									
-Repairs			x						4-8
-Replace bulbs, minor repairs		x							N/A
Electronic Safety and Security						x			N/A
Fire Alarm						x			N/A
Exterior Improvements Including:									
Planting Trees, Shrubs, Groundcovers, Gravel Path, Asphalt									N/A
-Normal care (mowing, weeding, pruning, etc.)		x							N/A
-Scheduling and major care (e.g. tree service, asphalt repair, etc.)		x			x	x			4-9
Utilities									
Manholes, Catch Basins and Inlets					x				4-8
Process Integration Including:									
Basic Instrumentation Requirements installed by SPU, including:									
Flow Measurement								X	4-8
Level Measurement								X	4-8
Programmable Logic Controllers						x		X	4-9
Control Panels and Consoles			x			x		X	4-9
Spare Parts								X	N/A
Software Services								x	N/A
WDFW-installed instrumentation		x							
Communication Lines (Phone, Cable, Security Gate Controls and Intercoms)						x	x		4-9
Security camera and computers					x				

E=ELECTRICAL, TRAN=SPU TRANSMISSIONS, SPU O=OTHER LEAD CRAFT, IT=SPU IT, SPU CO=CONTRACT OUT; SPU SCADA=SCADA TECHNICIANS		LMA Hatchery Budget							
MAINTENANCE RESPONSIBILITY MATRIX	Housing Occupant	WDFW	SPU E	SPU TRAN	SPU O	SPU CO	SPU ITD	SPU SCADA	Maximo Priority
SPAWNING BUILDING WITH PONDS									
Metal Roof Panels									
-Repairs					x	x			4-8
-Cleaning, minor repairs		x							N/A
Siding									
-Repairs					x	x			4
-Cleaning, minor repairs		x							N/A
Overhead Coiling Doors									
-Repair / maintenance					x	x			4
-Cleaning, minor repairs		x							N/A
Vinyl Windows									
-Repairs					x	x			4
-Cleaning, minor repairs		x							N/A
Appliances									
-Cleaning, minor repairs		x				x			N/A
-Scheduling service		x							N/A
-Repair or replace					x	x			N/A
Fume Hoods									
-Cleaning, minor repairs		x							N/A
-Scheduling service or replacement		x							N/A
Plumbing Including:									
Motors (i.e., Crowder, conveyor)			x						4-9
Meters and Gages					x				4-8
General-Duty Valves				x					4-9
System Valves				x					4-9
Heating Cables			x						4-8
Domestic and Service Water Piping					x	x			4
-Winterizing		x	x						4
Pumps			x						4-9
Electric Water Heaters			x						4-8
Plumbing Fixtures					x	x			N/A
Plumbing Specialties					x	x			N/A
Heating, Ventilating, and Air Conditioning (HVAC) Including:									
Modular Indoor Air-Handling Units			x		x	x			
Electrical Including:									
Lighting Control Devices			x						4-8
Enclosed Switches and Circuit Breakers			x						4-9
Enclosed Controllers			x						4-9
Interior Lighting			x						4-8
-Other Repairs			x						4-9
-Replace bulbs		x							N/A
Exterior Lighting									
-Replace bulbs		x							N/A
Exterior Improvements Including:									
Planting Trees, Shrubs, Groundcovers, Gravel Path, Asphalt					x	x			N/A

E=ELECTRICAL, TRAN=SPU TRANSMISSIONS, SPU O=OTHER LEAD CRAFT, IT=SPU IT, SPU CO=CONTRACT OUT; SPU SCADA=SCADA TECHNICIANS		LMA Hatchery Budget							
MAINTENANCE RESPONSIBILITY MATRIX	Housing Occupant	WDFW	SPU E	SPU TRAN	SPU O	SPU CO	SPU ITD	SPU SCADA	Maximo Priority
-Normal care (mowing, weeding, pruning, etc.)		x							N/A
-Scheduling major care (e.g. tree service, asphalt repair, etc.)		x							N/A
Utilities									
Manholes, Catch Basins and Inlets				x	x	x			4-8
Process Integration, Basic Instrumentation Requirements Including:									
Flow Measurement		x			x	x		X	4-8
Level Measurement		x			x	x		x	4-8
Communication Lines (Phone or Intercoms)					x	x			
Fire Suppression (River Water Pump Station) Including:									
Motors			x						4-9
Electric Heating Cables			x						4-9
Fire Suppression Piping					x	x			4-9
Electric Drive Vertical-Turbine Fire Pumps			x						4-9
DOMESTIC WATER SUPPLY SYSTEM									
Plumbing Including:									
Motors			x		x	x			4-9
Meters and Gages									4-8
General-Duty Valves				x					4-9
System Valves				x					4-9
Heating Cables			x						4-8
Pumps				x	x	x			4-9
Electrical (all activity)			x						
Basic Instrumentation Requirements Including:									
Flow Measurement		x	x		x	x		X	
Level Measurement		x	x		x	x		X	
Programmable Logic Controllers			x			x		X	
Control Panels and Consoles			x			x		x	
Software Services								x	
SPRING WATER SUPPLY SYSTEM									
Plumbing Including:									
Motors			x		x	x			4-9
Meters and Gages									4-8
General-Duty Valves				x					4-9
System Valves				x					4-9
Heating Cables			x						4-8
Pumps				x	x	x			4-9
Electrical Including:									
Lighting Control Devices			x						4-9
Switchboards			x						4-9
Panel boards			x						4-9
Motor-Control Centers			x						4-9
Fuses			x						4-9
Enclosed Switches and Circuit Breakers			x						4-9
Enclosed Controllers			x						4-9

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MAINTENANCE RESPONSIBILITY MATRIX	Housing Occupant	WDFW	SPU E	SPU TRAN	SPU O	SPU CO	SPU ITD	SPU SCADA	Maximo Priority
Variable Frequency Controllers			x						4-9
Packaged Engine Generators			x		x	x			4-9
Transfer Switches			x						4-9
Exterior Lighting			x						4-9
Basic Instrumentation Requirements Including:									
Flow Measurement		x	x		x	x		X	4-8
Level Measurement		x	x		x	x		X	4-8
Programmable Logic Controllers			x			x		X	4-9
Control Panels and Consoles			x			x		x	4-9
Software Services								x	N/A
BROODSTOCK COLLECTION FACILITY - RENTON									
Security									
Fencing					X				
Security camera and computer					X				
Security personnel		x							
Plumbing Including:									
Meters and Gages					x				4-8
General-Duty Valves				x	x	x			4-8
Heating Cables			x						4-8
Electrical Including:									
Lighting Control Devices			x						4-8
Switchboards			x						4-8
Panel boards			x						4-8
Fuses			x						4-8
Enclosed Switches and Circuit Breakers			x						4-8
Enclosed Controllers			x						4-8
Transfer Switches			x						4-8
Exterior Lighting			x						4-8
Exterior Improvements Including:									
Planting Trees, Shrubs, Groundcovers, Gravel Path, Asphalt		x			x	x			N/A
GENERAL									
Packaged Engine Generators			x		x	x			4-9
Security Gates, Lights, Cameras					x				N/A
Spare Parts (Inventory Control)					x				

Work Management Systems

1. **Process Title:** 'Priority Codes' Value List
2. **Process Scope:** The Priority Codes are to be used in any work order created.
3. **Responsibility:** It is the responsibility of the work order creator to place the correct Priority Code with the correct type of work.
4. **Training/Needs:** Maximo Training and Maximo access
5. **Assumptions:** Every work order will have a current Priority Codes posted on the work order.
6. **Process:** The Priority Code is the classification which defines a work orders' urgency. Response times are listed for Emergency and Urgent priorities. These times need to be supported. The following list identifies the codes and the understanding of the priority.

Priority	Category	Description
9	Emergency	Work in response to hazardous conditions (life-threatening; public health or safety threat, property damage) or critical equipment failure. <ul style="list-style-type: none"> • Requires a One Hour Response time for sections of Distribution, DWW, Water Treatment, Metering • Requires a Two-Hour Response time for sections of Maintenance, Transmissions and Water Treatment
8	Urgent	Work that is non-emergency, but urgent (unplanned) response is required to: minimize present or future costs, meet safety requirements, comply with regulatory requirements, and meet external customer demands. Rescheduling not possible. Requires a 48 Hour Response time
7	Planning	Placeholder – for Banner & InWeb WOs. These work orders are reviewed and priority changed to reflect an accurate time frame for completion.
6	Imminent	Planned work assigned to a committed schedule within 3-30 days . The work cannot be deferred without significant customer impacts or costs. If a priority 5 and priority 6 fall on the same day the priority 6 will take priority.
5	Committed	Planned work assigned to a committed schedule that cannot be deferred without significant customer impacts or costs.
4	Targeted	Program-driven work with flexible date to be completed within 4-6 week schedule period. Priority 4 is reserved for PM work orders.
3	Corrective	Work is event-driven work that does not impact critical business or service processes.
2	<i>None</i>	<i>Is Not in use</i>
1	Planning Unit(Projects)	For use by Planning Unit only during Planning Phase of Projects. CIP or non-CIP projects in planning/design phase.

**STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE
HATCHERIES DIVISION
28700 SE 252nd Place
Ravensdale, WA 98051**

December 8, 2021

TO: All Crew

FROM: Michael Sedgwick

SUBJECT: Stand-by Rules

Stand-by rules are as follows:

1. The Hatchery Specialist 4 assigns stand-by.
2. Stand-by is assigned in 7-day increments: Monday 4:30 pm thru the week till the following Monday at 8:00 am 16 hours per 24 hours.
3. Stand-by is the responsibility of the person assigned for that period of stand-by.
4. The person on stand-by will answer all alarms during that period.
5. Time when turning out for an alarm is part of your work week and adjusted at the end of the next work day or at the end of the work week.
6. Any person that is not on stand-by will not turn out on alarms after work hours.
7. All stand-by changes need to be approved by the Hatchery Specialist 4.
8. When someone pulls stand-by for you the person doing the stand-by will get the stand-by pay for that time over one hour.
9. No one will pull stand-by during his or her days off.

Any questions on these rules should be brought to the attention of the Hatchery Specialist 4 for clarification. The Hatchery Specialist 4 will only make changes to the rules.

X

Michael Sedgwick
Fish Hatchery Specialist 4

X

Jordan L Tolliver
Fish Hatchery Specialist 3

X

Caleb Graham
Fish Hatchery Specialist 2

Cedar River Hatchery Stand-by Assessment By Site and Month

Date: December 8, 2021

Facility:	Cedar Hatchery		Cedar Trap			
MONTH	Type Required	Reason	Type Required	Reason	Type Required	Reason
January	E	Fry	none			
February	E	Fry	none			
March	E	Fry	none			
April	E	Fry	none			
May	E	Fry	none			
June	none		none			
July	E	Adult	none			
August	E	Adult	none			
September	E	Inc	E	Sec		
October	E	Inc	E	Sec		
November	E	Inc	E	Sec		
December	E	Inc	E	Sec		

(L)= Limited Response Required (45 minutes or less)
 (E)= Emergency Response Required (10 minutes or less)
 (LE)= Limited Emergency Response= (20 minutes or less)
 none= no fish or eggs on station
 Inc= incubation
 Sec= Security

Response Time Criteria:

Cedar Hatchery: E designation is due to eggs/fry being in Kitoi incubators with pumped water subject to interruption due to power outages in addition to other vulnerabilities.

Cedar Trap: E designation is due to the need for 24/7 onsite security presence to discourage vandalism to the weir.

Rules:

- Stand-by is assigned by the FHS 4
- Stand-by shifts are 7 days in length starting on Monday at 4:30 pm and continuing until 8:00 am the following Monday.
- The person on stand-by will respond to all alarms during their stand-by shift.
- All changes to the normal stand-by schedule need to be documented, acknowledged in writing by all affected employees, and approved by the FHS 4.
- If the employee on stand-by cannot resolve the cause of an alarm they are to contact people in order to solicit help in the following order:
 - FHS 4
 - FHS 3
 - FHS 2
 - Nearest co-worker who is not in leave status
 - Any available co-worker regardless of leave status
 - Region 4 Hatchery Operations Brodie Antipa

Once help has been called for then proceed to Seattle Public Utilities call plan for the Cedar River Hatchery located to the right of the FHS' 4 desk on magnetic white board



December 21, 2021

**To: Michael Sedgwick, WDFW Cedar River Hatchery Manager
Jordan Tolliver, WDFW Cedar River Hatchery Assistant Manager**

From: Carol Volk, SPU Aquatic Resources Strategic Advisor

RE: Facility Emergency Call Plan for the Cedar River Hatchery

Facility Emergencies

A *facility emergency* is defined here as any equipment breakdown or malfunction at the hatchery facility, including spring ponds and water pipes, and broodstock collection facility that:

- Poses a direct threat to fish life within a time period shorter than the response period. For example, if a facility emergency occurs at 3 am and fish could die in two hours, enact the emergency plan below; or
- Impacts major facility systems (e.g., water supply, boiler, HVAC system), which will cause major damage to the facility or loss of fish life.
- Poses a direct threat to the facility through flooding, fire or other destruction.

WDFW has a *Facility Emergency Action Plan (updated 12/14/2021)* that should be referenced for emergencies. The call list below is meant as a supplemental resource for quick access to phone numbers that are likely needed in an emergency but is not intended to be a replacement for any Emergency Action Plan.

For emergencies involving serious injury or threatening life or property, hatchery staff should first call 911. Then, if a facility emergency is also occurring, follow the instructions below, unless another arrangement is provided by SPU.

In the event of facility emergency, Cedar River Hatchery Management should immediately call the proper vendor for servicing of the facility (see Hatchery Service section of phone list).

Once the contact has been reached, they should provide information on next steps for hatchery staff. Hatchery staff do not need to consult SPU prior to asking for assistance in the event of an emergency.

Please have the following information available when calling for assistance:

1. Your name
2. Location or street address where the problem is occurring, for example: Cedar River Hatchery at Landsburg or Broodstock Collection Facility in Renton. If not SPU, provide street address.
3. A brief description of the issue, including:
 - a. The piece of equipment that is problematic (e.g a pump at pump station 1).
 - b. How that piece of equipment serves the hatchery (e.g. this pump provides spring water to our incubators).

- c. What happened to cause the problem, if known (e.g., we had an electrical outage and now the pump is spinning, but at low RPMs).
- d. Whether the problem is mechanical, electrical or other, if known.
- e. Priority of the issue, associated with response time (e.g. ASAP). For the SPU OCC, if you are calling in a hatchery emergency, this would automatically be Priority 9, which is associated with an expected 2-hour response time. Priority 8 is associated with a 2-day response time. Priority 8 can be used in non-emergency situations.
4. Notify SPU Water Resources staff of the situation (Carol Volk, 206-498-7628) by voice or text, with relevant information about the issue, the expected repairs, and any follow up. Include information about any injuries, if relevant.
5. For any emergency, the hatchery staff should also give a courtesy call to the Landsburg Operator on duty, 206-615-1514, informing the Operator of the location of the issue and any additional site entrance or work activity that is expected to occur. As a reminder, Landsburg Operators are on duty 24h a day.

In the case of a facility emergency, Cedar River Hatchery Management shall appropriately retain or call in WDFW hatchery staff to assist in repair damaged equipment, rescue fish or conduct other tasks, even if this would require overtime pay to those staff members.

Power and Communication Loss

In the case of power failures, phone or email outages, hatchery staff shall notify the following people by voice, email or text message after the initial emergency has been attended to. For a power loss, in most cases the generator backups should kick on until shore power has been restored. See the *LOC Generator SOP* for additional information on the hatchery generator backup.

SPU Electricians are the only personnel that are allowed to open electrical cabinets or flip breakers in any SPU facility. This is for the safety and concern of all SPU staff, contractors, and vendors.

If normal communication pathways (e.g. phone) are down or reinstated, please utilize personal cell phone numbers to get in touch.

SPU CONTACT:

Carol Volk 206-498-7628

Michele Koehler (backup) 206-853-4166

Non-Emergency Facility Problems

In the case of non-emergency facility issues, please refer to the SPU/WDFW MOA Attachment J, Maintenance Responsibility Table for overall hatchery maintenance responsibilities. Although SPU technicians and contacts are included in the Hatchery System Maintenance phone list, the contacts below should be the first to contact these individuals for requesting non-emergency support.

SPU CONTACT:

Carol Volk 206-498-7628

Michele Koehler (backup)

Chemical Spills 206-853-4166

In the case of chemical spills, follow the *Cedar River Hatchery Spill Response Plan*. All incidences should be reported to the contacts below after the emergency has been attended to, if they haven't been informed through the Spill Response Plan process.

SPU CONTACT:

SPU Spill Response Team: 206-386-4166 (working hours), otherwise the SPU ORC (206-386-1800)
Carol Volk 206-498-7628

Fish Emergencies

Cedar River Hatchery on-site (eggs, fry and adults):

WDFW handles the first response for fish emergencies. The *Emergency Action Plan for a Low Water Event* includes additional guidance for risk and reporting.

Weir:

SOCKEYE:

Any unexpected adult sockeye loss in or around the trap should be reported per WDFW daily reporting procedures and SPU contacted:

SPU CONTACT:

Carol Volk 206-498-7628
Michele Koehler (backup) 206-853-4166

CHINOOK:

ALL Chinook mortalities must be reported to WDFW and SPU. WDFW is responsible for reporting mortalities to NOAA Representatives. All Chinook mortalities must also be reported to the following, as per the *Annual Weir Operating Guidelines (updated annually through AMWG)*:

CONTACT:

Carol Volk SPU 206-498-7628
AMWG (Michael S. or Carol can send this information)
Karl Burton SPU 206-684-5928
Eric Warner MIT 253-876-3125 or 206-383-4147
Aaron Bosworth WDFW 425-775-1311 x102 or 425-736-5618
Michael Sedgwick WDFW 425-432-3478
Jim Bower King County 206-477-8362
Mary Bhuthimethee NOAA 206-526-4489

Emergency Contact List

ORGANIZATION	PHONE NUMBER	TYPE OF EMERGENCY OR SERVICE
ANY SAFETY EMERGENCY	911	
King County Sheriff	206-296-3883	Law enforcement for Landsburg area non-emergency
SPU Security 24 hour hotline	206-733-9300	Unauthorized personnel, trespassing, theft or vandalism, threats to diminish capacity of a facility
Operations Response Center	206-386-1800	Staffed 24/7 and can assist with SPU emergency response related to pipes, valves, or physical security.
Puget Sound Regional Fire Authority	253-856-4400	Fire emergencies, annual inspections, loss of fire pump, confined space entry
PSE Emergency	888-225-5773	Power outage, line or pole issue.
Watershed Protection (Cedar Falls)	206-253-1510 x4	Trespassing issue in Landsburg area. ORC should also be called.
SPU Control Center	206-386-1818	Generators/Power outage Security/gate issues SCADA system Request on-call maintenance from security, crew, specify generator/electrical assistance
CenturyLink	800-954-1211	Phone lines and Internet
Johnson Controls	888-746-7539	Fire alarms, fire panels
Smith Fire Systems		Specific fire system maintenance
SPU Charles Street	206-386-1162 (between 7 am and midnight)	SPU VEHICLES ONLY: breakdown or roadside assistance Request fleet/vehicle assistance, providing vehicle #.
SPU Vehicle accident	Call 911	Follow directions on accident forms in glove box. Wait for police to arrive onsite before leaving the scene of an accident. Provide paperwork to SPU ASAP.

Hatchery System Maintenance

ORGANIZATION	PHONE NUMBER	TYPE OF EMERGENCY OR SERVICE
Key Mechanical	253-872-7392	HVAC System
Trane	425-586-1648	Boiler, chiller, heat exchanger
SPU Control Center	206-386-1818	Process water supply, pumps, pipes, valves generators/power outage, security/gate issues, SCADA system Request on-call team that issue involves.
Auburn Mechanical	253-833-9780	Domestic water supply: valves, pipes, etc
FloHawks	253-205-0706	Domestic plumbing: septic system, backups, etc
Herc Rentals (Fife)	253-922-3852	Spring Pond Rental Pump
Northwest Cascade	1-800-444-2371 425-449-9678 (Boyd)	Honeybucket service
Cedar Grove compost	877-994-4466	Fish carcass composting bin
Totem Pacific	509-924-4000	Salt order
Mountain Mist	800-232-7332	Bottled water replacements

SPU Contacts

ORGANIZATION	PHONE NUMBER	TITLE/RESPONSIBILITY
Landsburg Operations Center	206-615-1514	Landsburg Diversion Dam Operations
Landsburg Crew Chief (Helen Westphal)	206-615-1272	Landsburg Crew Chief
Carol Volk	206-498-7628	Landsburg Mitigation
Michele Koehler	206-853-4166	Aquatic Resources Manager
Ulysses Hillard	206-669-5439	Senior Engineer
Julia Unrein	206-496-9016	Fish Passage /Fish Biologist
Ray Brown	206-233-1525 (o) 206-396-4382 (c)	Watershed Operations (e.g. watershed road maintenance/access)
Al Drake	206-730-2296	Watershed mechanic
Karl Burton	425-943-0711	Fish Biologist
Ray Gower	206-890-7755	Electrician
Justin Wagner	206-399-8181	SCADA
Lynn Kirby	206-305-1268	Water Quality sampling
Robert Smart	206-512-7999	Mechanical
SPU Spill Response Team	206-386-1849	Chemical spills

WDFW Contacts

ORGANIZATION	PHONE NUMBER	TYPE OF EMERGENCY OR SERVICE
Cedar River Hatchery	425-432-3478	
Michael Sedgwick	425-890-6359	Hatchery Manager
Jordan Tolliver	425-577-2686	Assistant Hatchery Manager
WDFW main	360-902-2700	
Region 4 (Mill Creek Office)	425-775-1311	Regional headquarters
Aaron Bosworth	425-775-1311 x 102	or 425-736-5618 Regional Biologist
Peter Lisi	206-359-0470	Lake Washington/Cedar River Biologist
Jed Varney, DVM	360-522-2830	Cedar River Fish Pathologist/WDFW fish health
Tim Kuzan	360-789-7164	Region Pathologist
Brodie Antipa Office (Soos Hatchery)	253-931-3928	Rainier Complex Manager
Brodie Antipa Cell Phone	253-278-9523	Rainier Complex Manager
WDFW Enforcement	425-775-1311	Fish and Game officer for Cedar River Region
Edward Eleazer	425-775-1311 ext 109	Division-Level Program Supervisor
Alan Myers	425-775-1311 ext 115	Regional Captain
Brendan Brokes	425-775-1311 ext 118	Regional Director
Mark Douglas	253-666-2757	Deputy State agency Liaison to Emergency Management Division
Duty Officer	800-258-5990	State Emergency Operations Center@ Camp Murray

Trap Site Contacts/Reporting

Renton Police	425-235-2600	Law Enforcement for weir trap site non-emergency
Steve Brown	425-766-6190	City of Renton Parks Maintenance
Mary Bhuthimethee	206-526-4489	NOAA
Eric Warner	253-876-3125 or 206-383-4147	MIT
Jim Bower	206-477-8362	King County
Dan Lantz	36-0790-1419	King County (flooding contact)

Spill Response Plan

Contact Information:

Hatchery Main Line, 425-432-3478

WDFW Mobile Phone Numbers

Michael Sedgwick, Hatchery Manager 425-890-6359 (mobile)

Jordan Tolliver, Asst. Hatchery Manager 425-577-2686 (mobile)

WDFW Safety Officer 425-432-3478

SPU Phone Numbers

Carol Volk, 206-386-1990 or 206-498-7628 (mobile)

Michele Koehler, 206-733-9447 or 206-853-4166 (mobile)

Ulysses Hillard, 206-386-1518 or 206-669-5439 (mobile)

Landsburg Operations Control Room, 206-615-1514

Cedar Falls Main Control, 206-233-1524

SPU Operations Response Center, 206-386-1800 (Staffed 24/7) for Spill Response

Address: 28700 SE 252nd Place, Ravensdale, WA 98051

Site Discharge Locations:

- ☐ Main Hatchery Room - Cedar River Outfalls. Depending on river height discharge may come from both or only one outfall. (See Map & As-built Drawings)
- ☐ On-site Storm Drain - Stormwater Infiltration Pits/Rock Pockets (located on road between Hatchery and River)
- ☐ Chemical Storage Room - Septic System (See As-built Drawings)
- ☐ Fuel Pad - Septic System (See As-built Drawings)
- ☐ Residences - Septic System (See Map & As-built Drawings)

Facility activities that have the potential to spill:

- | | |
|--|---|
| <input type="checkbox"/> Fueling & Fuel Transfer | <input type="checkbox"/> Vehicle & Equipment Operations |
| <input type="checkbox"/> Loading/Unloading of Products | <input type="checkbox"/> Building & Equipment Maintenance |
| <input type="checkbox"/> Chemical transfer and Usage | |

Materials Stored Onsite:

- ☐ Diesel
- ☐ Glycol
- ☐ Ovadine (Iodine)
- ☐ Parasite-S (Formalin)
- ☐ Peroxide
- ☐ Virkon

Chemical Storage Room Response Actions

Large Spills, Uncontrolled Releases or Highly Hazardous Materials

WARNING: Working with or handling spills of Parasite-S require a high level of personal protective equipment and should only be performed by trained personnel.

- ❑ Immediately alert area occupants and supervisor and evacuate the area, if necessary. Once evacuated take a headcount and ensure that all persons are accounted for.
- ❑ Contact Emergency Services by calling 911 if there is a fire, risk of fire, risk of public exposure, an uncontrolled leak or spill of hazardous material or medical attention is needed.
- ❑ For uncontrolled or large spills in the Chemical Room, immediately evacuate the area and building. Stay up-wind and out of fumes or gasses.
- ❑ Notify the Landsburg Operations Center Control Room 206-615-1462 and Cedar Falls Main Office 206-233-1524 to avoid exposure to non-Hatchery Employees.
- ❑ Secure the area to prevent unintentional exposure of persons trying to enter the area. Remember there are multiple entry points into the building.
- ❑ Notify SPU Spill Response by calling 24-hour dispatch at SPU Operations Response Center, 206-386-1800
- ❑ Notify SPU Hatchery Program Support, Carol Volk or Ulysses Hillard.
- ❑ Eliminate any potential ignition sources
- ❑ If material has made it into the service drain in the chemical room:
 - Turn off the septic system pumps located at the residence building.
 - Stop the flow of wastewater to the septic system to prevent overflows. Notify residents and staff to stop use of water in the buildings.
- ❑ Continue to monitor the area/situation and expand your evacuation area if conditions worsen or change.
- ❑ If safe to do so, obtain the MSDS for the spilled material and provide it to the arriving SPU Spill Responder.

Small Spills and Incidental Releases

- ❑ If safe to do so, cover the service drain in the chemical room to reduce the possibility of contaminating the septic system.
- ❑ WDFW employees trained to work with these chemicals may be able to handle small spills without evacuating the area. WDFW personnel should have been trained on the use of the formalin spill response kit and know the limits of their PPE before attempting any spill cleanup of Parasite-S (formalin). When in doubt evacuate and call for help.
- ❑ If trained to do so don appropriate PPE and clean the spill utilizing the formalin spill kit located in the **chemical room**.
- ❑ If material has made it into the service drain in the chemical room:
 - Turn off the septic system pumps located at the residence building.
 - Stop the flow of wastewater to the septic system to prevent overflows. Notify residents and staff to stop use of water in the buildings.
- ❑ Dispose of spilled material and spill response supplies appropriately. Note contaminated materials will classify as a hazardous waste and should be disposed of accordingly.

- ❑ For spills that have reached an outside drain or waterway, or if you cannot handle the spill/disposal with onsite recourses, or if you otherwise need assistance. Call the 24-hour SPU Operations Response Center at 206-386-1800.

Main Hatchery Room Response Actions

Large Spills, Uncontrolled Releases or Highly Hazardous Materials

WARNING: Working with or handling spills of Parasite-S require a high level of personal protective equipment and should only be performed by trained personnel.

WARNING: the floor/trench drain enter a solids trap on the south side of the hatchery building then outfall to the river. Evacuations and cleanup efforts need to consider that spills could be effecting not only the hatchery room but these other outside areas. (See Map & As-built Figure for Locations)

- ❑ For uncontrolled or large spills in the Main Hatchery Room immediately evacuate the area and building. Stay up-wind and out of fumes or gasses. **DO NOT EVACUATE TO AREAS NEAR THE OUTFALLS OR SOLIDS INTERCEPTOR.**
- ❑ Immediately alert area occupants and supervisor, and evacuate the area, if necessary. Once evacuated take a headcount and ensure that all persons are accounted for.
- ❑ Contact Emergency Services by calling 911 if there is a fire, risk of fire, risk of public exposure, an uncontrolled leak or spill of hazardous material or medical attention is needed.
- ❑ Notify the Landsburg Operations Center Control Room 206-615-1462 and Cedar Falls Main Office 206-233-1524 to avoid exposure to non-Hatchery Employees.
- ❑ Secure the area to prevent unintentional exposure of persons trying to enter the area. Remember there are multiple entry points into the building.
- ❑ Notify SPU Spill Response by calling 24-hour dispatch at SPU Operations Response Center, 206-386-1800
- ❑ Eliminate any potential ignition sources
- ❑ If material has made it trench drains:
 - Stop or reduce the flow of water to the trenches.
 - Evacuate the areas around both outfalls and solids interceptor
 - Evacuate any persons in the water (river) downstream of the outfalls to at least the park and/or Landsburg Road River Access Area.
- ❑ Continue to monitor the area/situation and expand your evacuation area if conditions worsen or change.
- ❑ If safe to do so obtain the MSDS for the spilled material and provide it to the arriving SPU Spill Responder.

Small Spills and Incidental Releases

- ❑ WDFW employees trained to work with these chemicals may be able to handle small spills without evacuating the area. WDFW personnel should have been trained on the use of the formalin spill response kit and know the limits of their PPE before attempting any spill cleanup of Parasite-S (formalin). When in doubt evacuate and call for help.
- ❑ Obtain personal protective equipment, as appropriate to the hazards. Refer to the Material Safety Data Sheet or other references for information.
- ❑ If trained to do so don appropriate PPE and clean the spill utilizing the formalin spill kit located in the **chemical room**.

- ❑ Make efforts to prevent spills from entering the trench drains
- ❑ If material has made it trench drains:
 - Stop or reduce the flow of water to the trenches.
 - Evacuate the areas around both outfalls and solids interceptor
- ❑ Dispose of spilled material and spill response supplies appropriately. Note contaminated materials will classify as a hazardous waste and should be disposed of accordingly.
- ❑ Notify SPU Spill Response for spills that have reached an outside drain or waterway, or if you cannot handle the spill/disposal with onsite recourses, or if you otherwise need assistance. Call the 24-hour SPU Operations Response Center at 206-386-1800.

Mechanical Room Response Actions

Large & Small Spills (Glycol)

- ❑ Immediately alert area occupants and supervisor, and evacuate the area, if necessary. Once evacuated take a headcount and ensure that all persons are accounted for.
- ❑ Contact Emergency Services by calling 911 if there is a fire, risk of fire, risk of public exposure, an uncontrolled leak or spill of hazardous material or medical attention is needed.
- ❑ Obtain personal protective equipment, as appropriate to the hazards. Refer to the Material Safety Data Sheet or other references for information. Do not cleanup spilled materials you are not trained to handle.
- ❑ Stop source of spill (turn off equipment, upright container, plug leak, etc)
- ❑ Control small spills in place. Never use hoses to direct spills to any drains.
- ❑ Obtain the non-petroleum spill kit in the mechanical room and make efforts to prevent spills from entering the drains including:
 - Surround the spill with dry absorbent booms or pads
 - Create more than one stopping point with spill supplies
 - If possible, use the spill supplies bucket or other buckets to contain leaks
- ❑ Notify SPU Spill Response for spills that have reached an outside drain or waterway, or if you cannot handle the spill/disposal with onsite recourses, or if you otherwise need assistance. Call the 24-hour SPU Operations Response Center at 206-386-1800.
- ❑ If material has made it into the service drain in the chemical room:
 - Turn off the septic system pumps located at the residence building.
 - Stop the flow of wastewater to the septic system to prevent overflows. Notify residents and staff to stop use of water in the buildings.
- ❑ Use pads and/or granular sorbent to clean up spilled material
- ❑ Loose spill control materials should be distributed over the entire spill area, working from the outside, circling to the inside. This reduces the chance of splash or spread of the spilled chemical.
- ❑ When spilled materials have been absorbed, use brush and scoop to place materials in an appropriate container
- ❑ Remove spent pads and/or sorbent and dispose of properly.

Diesel Fuel Containment Area Response Actions

Large & Small Spills (Diesel)

Note: Diesel is a combustible liquid. Caution should be taken to eliminate ignition sources.

- ❑ Obtain personal protective equipment, as appropriate to the hazards. Refer to the Material Safety Data Sheet or other references for information. Do not cleanup spilled materials you are not trained to handle.
- ❑ Eliminate ignition sources (i.e. turn off generators, move vehicles away and do not allow smoking in the area)
- ❑ If able to, stop source of spill (turn off equipment, upright container, plug leak, etc).
- ❑ Control small spills in place. Never use hoses to direct spills to any drains.
- ❑ Obtain the petroleum (oils) spill response kit located near the fuel tank and Make efforts to contain spill to the secondary containment area.
 - **Turn off the secondary containment valve located in the small box next to the building. (Shown in the open position, photo below)**
 - If it is raining it may be necessary to cover the containment area to prevent overfilling of the secondary containment pad.
 - Surround the containment pad with dry absorbent booms or pads
- ❑ Notify SPU Spill Response for spills that have reached an outside drain or waterway, or if you cannot handle the spill/disposal with onsite recourses, or if you otherwise need assistance. Call the 24-hour SPU Operations Response Center at 206-386-1800.
- ❑ If you suspect spilled material has made it through the secondary containment valve to the septic system:
 - Turn off the septic system pumps located at the residence building.
 - Stop the flow of wastewater to the septic system to prevent overflows. Notify residents and staff to stop use of water in the buildings.
- ❑ Use pads and/or granular sorbent to clean up spilled material
- ❑ Loose spill control materials should be distributed over the entire spill area, working from the outside, circling to the inside. This reduces the chance of splash or spread of the spilled chemical.
- ❑ When spilled materials have been absorbed, use brush and **NON-SPARKING** scoop to place materials in an appropriate container
- ❑ Remove spent pads and/or sorbent and dispose of properly.



Other Areas and Outside Spill Response Actions

Large & Small Spills

Spill Clean Up

- ❑ **Note: Spills involving Parasite-S should be handled by professional responders equipped with high levels of protective equipment. Evacuate the area of the spill trying to stay up-wind.**
- ❑ Notify the Landsburg Operations Center Control Room 206-615-1462 and Cedar Falls Main Office 206-233-1524 to avoid exposure to non-Hatchery Employees.
- ❑ Notify SPU Spill Response for spills that have reached an outside drain or waterway, or if you cannot handle the spill/disposal with onsite recourses, or if you otherwise need assistance. Call the 24-hour SPU Operations Response Center at 206-386-1800.
- ❑ Obtain personal protective equipment, as appropriate to the hazards. Refer to the Material Safety Data Sheet or other references for information. Do not cleanup spilled materials you are not trained to handle.
- ❑ Stop source of spill (upright container, plug leak, etc)
- ❑ Seal off storm drain with berms or drain cover and stop any spread of the spill.
- ❑ Protect floor drains or other means for environmental release. Spill socks and absorbents may be placed around drains, as needed.
- ❑ Use pads and/or granular sorbent to clean up spilled material
- ❑ Let pads sit on spill to absorb spilled material

Spill & Clean Up Material Disposal

- ❑ Loose spill control materials should be distributed over the entire spill area, working from the outside, circling to the inside. This reduces the chance of splash or spread of the spilled chemical.
- ❑ When spilled materials have been absorbed, use brush and scoop to place materials in an appropriate container (see flow chart)
- ❑ Remove spent pads and/or sorbent and dispose of properly (see flow chart)
- ❑ Call spill cleanup contractor



- ❶ Main Hatchery Room
- ❷ Chemical Room
- ❸ Fueling Tank and Generator
- ❹ Mechanical Room

- ❺ Residences
- ❻ Main Hatchery Outfall 2
- ❼ Main Hatchery Outfall 1
- ❽ Landsburg Operations Control Room

Landsburg Power Outage SOP

The LOC CAT generator provides backup power to the Landsburg Campus, including the hatchery and spring water pumps. When Landsburg power goes out, the LOC CAT generator should come on and provide power to the site. In most instances there should be no interruption to normal operations.

If utility power goes off and on, it is possible that some equipment may not come back on, a breaker will trip, or the power supply may not transfer to the backup.

- To ensure Landsburg campus has power:
 - Check that the dam lights, SCADA, Tainter gates, and downstream passage gates have power.
 - Call the hatchery to be sure the spring pumps have come on, providing water to the hatchery; these pumps are also backed up by the LOC generator.

Hatchery Office: (425) 432-3478 (main office)

Michael Sedgwick cell: (425) 890-6359

Jordan Tolliver cell: (425) 577-2686

Hatchery staff has been asked to contact the Landsburg Operator or Crew Chief before accessing facilities in and around the LOC.

- If there **IS** an issue with power supply call the SPU Control Center (206) 386-1818/ x61818 and request immediate assistance from an on-call electrician.

Electricians are responsible for management of all breaker boxes and must be contacted if there is an issue with a breaker.

Once an electrician arrives, use the Guide to Breaker Locations on page 2 of this SOP to show them the breaker boxes of concern.

- When time permits, contact Puget Sound Energy by phone or go to pse.com to report the outage and see area outages.
- If the power is out at the Tunnel House, contact PSE with the meter number (Z018600422) and the location.

- If there appears to be damage to the power lines near the Tunnel House contact Seattle City Light.

Hatchery Spring Pump Connection to LOC CAT generator

The spring pumps are powered by the LOC CAT generator and supply water to the hatchery. This water supply is critical to the survival of the adult fish, eggs and fish fry. The hatchery is at risk of fish dying without spring water (time varies between 15-45 minutes depending on the time of the year). If there is an interruption of power to the spring pumps, hatchery staff will be working to get water to fish as soon as possible, and will contact the LOC to learn more about what is happening.

Guide to Breaker Locations

Location of outage	Breaker location	Details
SCADA	LOC Electrical Room	
Dam lights	North end of Screenhouse	
Tainter gates	South end of Screenhouse	
Hatchery spring pump breaker	Old generator building	Tan building next to OTB
Downstream passage gate Screen Cleaners Aqueduct gate	PLC/Fish screen building	

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Carol Volk/206-498-7627	Akshay Iyengar/4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to execute an interagency agreement with the Washington Department of Fish and Wildlife to operate the Cedar River Hatchery; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

The Cedar River Hatchery is a key component of the Landsburg Mitigation Agreement, a 50-year agreement signed in 2000 as part of the Cedar River Watershed Habitat Conservation Plan. The hatchery is also an element of the 2006 Muckleshoot Indian Tribe/City of Seattle Settlement Agreement. For the past 30 years, the Washington Department of Fish and Wildlife (WDFW) has operated the hatchery. WDFW has demonstrated the necessary expertise and experience to operate the hatchery program on time and within budget and agrees to continue this support under a new interagency agreement. This legislation would authorize the General Manager/CEO of SPU to enter a three-year interagency agreement with the WDFW to operate the hatchery.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

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

This legislation will result a three-year agreement with WDFW. The 2023 and 2024 costs for this program are included in the SPU proposed budget.

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

Yes. If the legislation is not implemented, SPU would be obligated to operate the hatchery and SPU does not have the expertise or experience to successfully do so. Additionally, the City would not be able to meet the terms set forth in the Landsburg Mitigation Agreement and 2006 Muckleshoot Indian Tribe/City of Seattle Settlement Agreement.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No
- b. Is a public hearing required for this legislation?
No
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No
- d. Does this legislation affect a piece of property?
No
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?
The sockeye are valued for their cultural importance and harvest potential by the Muckleshoot Indian Tribe.
- f. **Climate Change Implications**
1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
Emissions are not likely to change with this legislation.
 2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
Resiliency to climate change is not likely to change with this legislation. However, this legislation mitigates climate impacts on the sockeye population.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**
This legislation does not include a new initiative or a major programmatic expansion.

Summary Attachments: None

Ordinance: Interagency Agreement for Cedar River Hatchery Operations

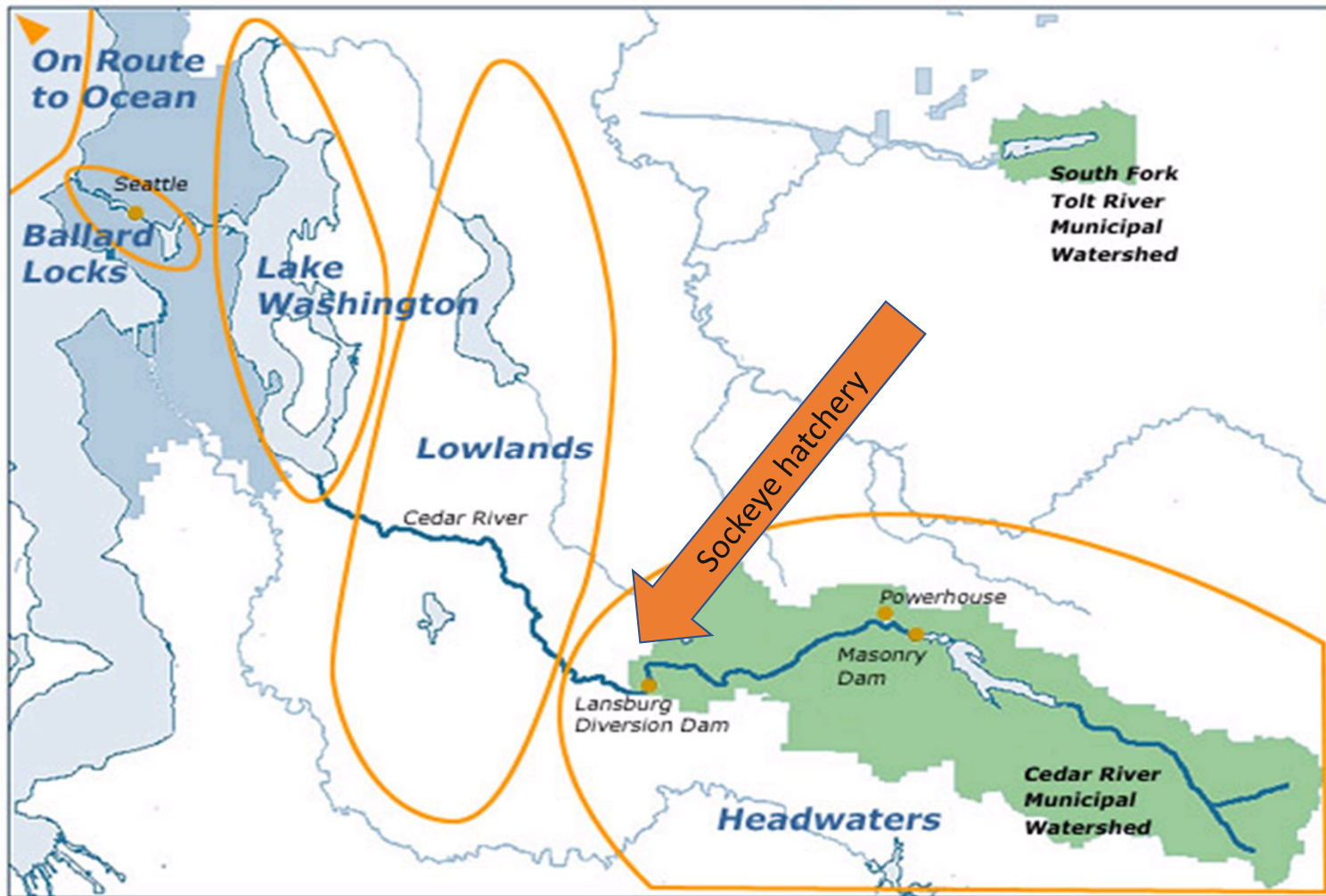
Seattle City Council
Transportation & Seattle Public Utilities Committee
12/6/22

Carol Volk, Water Resources, Seattle Public Utilities

Seattle Public Utilities



City of Seattle



SPU Mitigation: Sockeye Hatchery

Fulfills mitigation for SPU water diversion at Landsburg:

- 1) Landsburg Mitigation Agreement
Release fish similar in size to natural fish in Cedar River
- 2) Muckleshoot Settlement Agreement
Commitment to operate hatchery until 2051

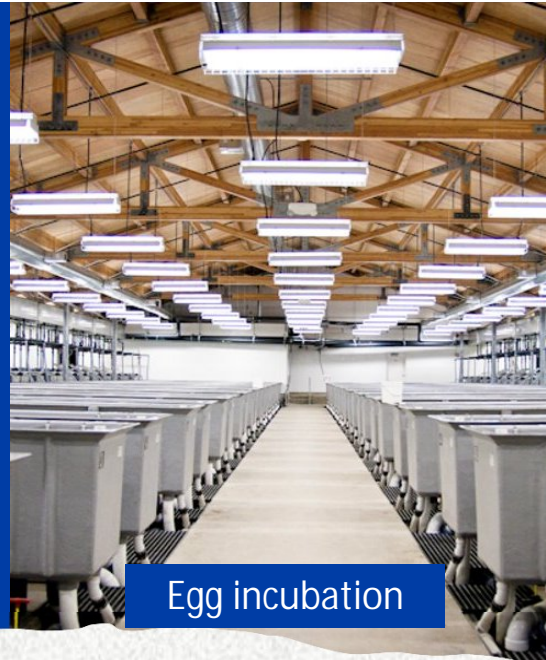




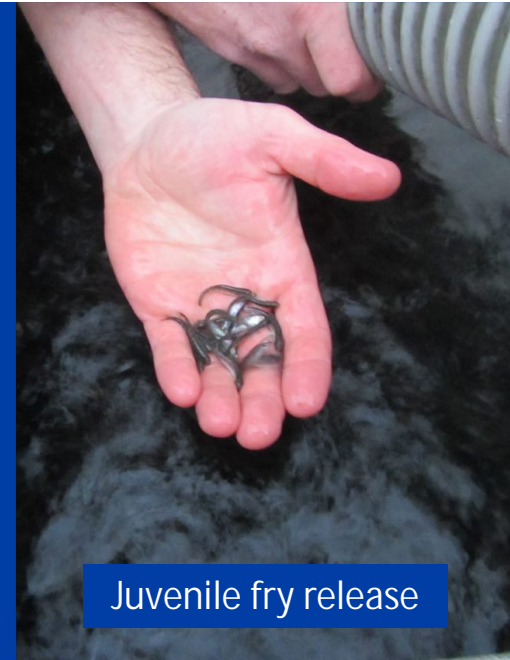
Fish collection



Spawning



Egg incubation



Juvenile fry release

Sockeye Hatchery Operations

Ordinance Details

- Authorization to execute an Interagency Agreement with Washington Department of Fish and Wildlife (WDFW) for hatchery operations.
- Continues hatchery operation until summer 2024
- Interagency Agreement cost is ~ \$2.14M (total)





Questions?



Legislation Text

File #: CB 120476, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute an interlocal agreement with King County, the City of Tukwila, and the Port of Seattle to cost-share a Duwamish Basin Steward staff position that will provide Basin Stewardship Services in the Duwamish Service area.

WHEREAS, Seattle Public Utilities has participated in Chinook salmon recovery efforts in the

Green/Duwamish and Central Puget Sound Watershed (“WRIA 9”) with 16 other local governments,

including but not limited to King County, the City of Tukwila, and the Port of Seattle since 2001; and

WHEREAS, the Duwamish basin has its critical transitional role for juvenile salmon adapting to salt water conditions, and has a mostly industrial land use, a history of contamination and ongoing clean-up efforts, diverse and historically marginalized communities; and unique challenges for habitat enhancement or creation because of extensive urbanization; and

WHEREAS, many jurisdictions and community organizations implement habitat related improvements in the Duwamish Basin, a point person to lead coordination and collaboration will leverage efforts to maximize the ecological and community benefits and help ensure that restoration opportunities are not missed or lost; and

WHEREAS, four other basin stewards serve the Green/Duwamish and Central Puget Sound Watershed covering the Middle Green, Lower Green, Vashon/Maury Island and Miller/Walker Creek; and

WHEREAS, the Duwamish River basin constitutes the lowest eleven miles in the basin and does not have an existing stewardship program; and

WHEREAS, there is broad community support for a Duwamish Basin steward and it is advantageous to Seattle Public Utilities to cost-share this position and locate the position with the other Basin Stewards managed by King County; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager and Chief Executive Officer of Seattle Public Utilities, or designee, is authorized to execute the Interlocal Agreement for Duwamish Basin Stewardship with King County, the City of Tukwila, and the Port of Seattle, attached to this ordinance as Attachment 1.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - Interlocal Agreement For Duwamish Basin Stewardship

INTERLOCAL AGREEMENT

For Duwamish Basin Stewardship

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington ("RCW") by King County, The City of Seattle represented by Seattle Public Utilities Department, the City of Tukwila, and the Port of Seattle (individually a "Party" and collectively the "Parties");

WHEREAS, Chapter 39.34 RCW authorizes government entities to contract to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform;

WHEREAS, Puget Sound Chinook salmon and bull trout were listed as threatened under the Endangered Species Act ("ESA") in 1999, the steelhead trout were listed as threatened under ESA in 2007, and the Southern Resident Orca were listed as endangered in 2005;

WHEREAS, the Parties recognize and respect the present-day and historical importance of the watershed and its resources to tribal culture, economy and customs;

WHEREAS, the Parties recognize and value the present-day and historical connection of its cities and unincorporated communities to the rivers, lakes and other natural resources of the watersheds;

WHEREAS, the Parties are committed to ensuring that community interests, particularly those of the underserved communities, within the **Duwamish Service Area** are represented in conservation and habitat restoration actions;

WHEREAS, the Parties recognize the need to support economic vitality and environmental stewardship within and around the Duwamish valley industrial complex;

WHEREAS, the Parties recognize their participation in the Green-Duwamish Watershed Ecosystem Forum ("WRIA 9 Forum") and efforts to implement the Green-Duwamish & Central Puget Sound Salmon Recovery Plan ("WRIA 9 Plan") and the applicable portions near Skyway of the Lake Washington/Cedar/Sammamish Watershed Chinook Salmon Conservation Plan ("WRIA 8 Plan") demonstrates a commitment to work proactively and cooperatively to address the ESA listings;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation for the Duwamish Sub-watershed and within the unincorporated King County areas of North Highline and Skyway (jointly, the "**Duwamish Service Area**") for the purposes of implementing the WRIA 9 Plan and the applicable portions near Skyway of WRIA 8 Plan;

WHEREAS, the Parties recognize their participation in the efforts to implement the WRIA 8 and 9 Plans demonstrates a commitment to work proactively and cooperatively to address the ESA listings;

WHEREAS, the Parties recognize achieving salmon recovery and watershed health goals requires a commitment to, and acceleration of, the collaborative implementation of salmon and watershed conservation actions;

WHEREAS, the Parties recognize the value of stewardship or watershed stewards and have a shared goal to bring stewardship capacity to the **Duwamish Service Area** focused on land conservation and habitat restoration, community engagement and partner coordination, as well as improved environmental sustainability of the Duwamish Valley industrial complex along the river's shorelines;

WHEREAS, the Parties have an interest in developing and implementing Chinook salmon habitat restoration projects, conserving open space, and working with community organizations and private businesses to promote creative solutions for stormwater management, floodplain restoration, riparian restoration, climate adaptation, and other similar environmental activities in the **Duwamish Service Area**;

WHEREAS, in addition to the salmon plans, numerous other studies and planning efforts serve to inform stewardship in the **Duwamish Service Area**, including, but not limited to, the Duwamish Blueprint, WRIA 9; Re-Green the Green Revegetation Strategy, WRIA 9; Duwamish Valley Action Plan, City of Seattle; Lower Duwamish Waterway Group efforts; Lower Duwamish River Habitat Restoration Plan, Port of Seattle; Lower Duwamish River NRDA Restoration Plan, NOAA; Our Green/Duwamish Implementation Plan; RainWise and stormwater retrofit efforts, King County and City of Seattle; North Highline (White Center) Subarea Plan, King County Local Services; King County Land Conservation Initiative, Strategic Climate Action Plan, and the Clean Water and Healthy Habitat Strategic Plan;

WHEREAS, the Parties support implementation of the Puget Sound Partnership Action Agenda to restore the health of the Puget Sound as it relates to salmon recovery and watershed health;

WHEREAS, the Port has a Century Agenda goal to create, restore or enhance forty additional acres of habitat in the Green-Duwamish Watershed and Elliott Bay, as per the Motion of the Port of Seattle Commission dated December 4, 2012, and also has a mitigation bank focused on habitat restoration sites within King County; and

WHEREAS, the Parties agree that a dedicated position for a Duwamish Basin Steward will support collaboration and advance restoration efforts with communities in the **Duwamish Service Area**.

NOW, THEREFORE, in exchange for the consideration described in this Agreement, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

- 1.1 **DUWAMISH BASIN MANAGEMENT TEAM ("DBMT"):** The **DBMT**, created herein, is the guiding body responsible for directing, coordinating, and adapting stewardship actions in the **Duwamish Service Area** and is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.

- 1.2 **DUWAMISH SERVICE AREA:** The **Duwamish Service Area** is depicted in Exhibit C, attached herein and incorporated by reference. The **Duwamish Service Area** comprises of the Duwamish Sub-watershed, as defined in the WRIA 9 Plan, as well as the two unincorporated urban areas that overlap in part with the Duwamish Sub-watershed. To the west, the **Duwamish Service Area** includes the North Highline unincorporated area located between Seattle and Burien, including Glendale. To the east, the **Duwamish Service Area** includes the Skyway unincorporated area bounded by Seattle, Tukwila, and Renton, and extending to Lake Washington to include Bryn Mawr,

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 This Agreement between King County and the other Parties to this Agreement states the terms under which King County, through its Water and Land Resources Division, will provide Basin Stewardship services in the **Duwamish Service Area**. The services to be provided are described in **Exhibit A**, attached to this Agreement and incorporated herein and made a part hereof.

- 2.2 To provide a mechanism for securing technical assistance and funding from federal and state agencies and other sources.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or natural resource policy body.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective once it has been authorized by the governing bodies of all Parties and each Party has executed this Agreement. Once effective, this Agreement shall remain in effect until December 31, 2026; provided, however, that this Agreement may be extended as the DBMT representatives of

all Parties may agree to in writing, with such extension being effective upon its execution by each of the Parties. Such extension shall bind only those Parties executing the extension.

4. **DUWAMISH STEWARDSHIP MANAGEMENT**

The Parties to this Agreement hereby establish a **DBMT** to manage the Duwamish Basin Stewardship program (“Duwamish Program”) for carrying out the purposes of this Agreement.

- 4.1 Each Party to this Agreement shall appoint one (1) representative to serve on the **DBMT**. **DBMT** representatives should be authorized to make prudent stewardship and programmatic decisions on behalf of the Parties.
- 4.2 The **DBMT** will meet at least four times per calendar year, and more frequently if the **DBMT** determines it necessary, to review Duwamish Program workplan progress, as well as partnerships that would benefit the Program, including potential funding. Each year, prior to October 1, the **DBMT** shall develop a draft work program and budget for consideration by the **DBMT** for the following calendar year.
- 4.3 King County will perform day-to-day project management and direction and communicate with other **DBMT** participants as needed to conduct Duwamish Program activities.
- 4.4 King County will schedule, facilitate, and provide summaries of all **DBMT** meetings to each Party during implementation of the Duwamish Program.
- 4.5 The **DBMT** will strive to make decisions unanimously, considering input from subject matter experts when mutually agreed upon. Each participant agrees to use its best efforts and exercise good faith in consensus decision-making. If unanimity cannot be reached, decisions will be made by majority constituted by no less than seventy-five (75) percent of the voting participants in the **DBMT**. Each Party to this Agreement shall have one vote in those circumstances.
- 4.6 If any dispute arises between the Parties related to program decisions, the Parties agree to seek to resolve the dispute informally through a meeting between a designee of the respective Parties before taking any action including, but not limited to, termination of this Agreement.
- 4.7 King County, on behalf of the **DBMT**, may contract with consultants, community partner organizations, or any other entities for any lawful purpose related hereto.
- 4.8 The **DBMT** shall adopt rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **OBLIGATIONS OF PARTIES; BUDGET; RULES.**

- 5.1 Each Party shall be responsible for meeting only its individual obligations hereunder and as established in the annual budget adopted by the **DBMT** under this Agreement, including all such obligations related to the **DBMT** funding, technical support, and participation in related planning, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 5.2 The **DBMT** shall, by October 1 of each year, establish an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis in accordance with the initial allocation formula for 2022 set forth in **Exhibit B**. The **Exhibit B** data shall be updated by King County every year, with automatic adjustments for inflation, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). If an additional government becomes party to this Agreement, the additional government's initial cost share shall be determined jointly by the Parties and will be included in **Exhibit B**. Parties to this Agreement may elect to secure grant funding to meet their individual obligations.
- 5.3 By November 1 of each year, the Parties shall provide a status update on their continued participation in this Agreement for the following year.
- 5.4 The **DBMT** will work collaboratively to identify and secure additional, regular funding for the Duwamish Basin Steward position, as described in Section 5.4.2 below, and the Duwamish Program, and set priorities for which entity(ies) pursue which grants for what purpose. The allocation of these funds to support the position and/or the work program shall be determined by the **DBMT**, subject to any conditions attached to such funding. Parties to this Agreement may also elect to secure grant funding to meet their individual obligations.
- 5.5 King County shall:
 - 5.5.1 provide services as described in **Exhibit A**;
 - 5.5.2 Hire and maintain a full-time Duwamish Basin Steward to lead delivery of services described in Exhibit A and assist the **DBMT**;
 - 5.5.3 work with representatives of the other Parties to coordinate provision of services, as described in **Exhibit A**;
 - 5.5.4 designate one representative to serve on the **DBMT** and participate in **DBMT** meetings to carry out **DBMT** responsibilities in Section 4;
 - 5.5.5 maintain the budget established by the **DBMT** consistent with RCW 39.34; and

- 5.5.6 pay a portion of the costs associated with its delivery of services on a proportional basis, as described in **Exhibit B**.
 - 5.6 Each other Party to this Agreement shall:
 - 5.6.1 work with King County staff to coordinate provision of services, as described in **Exhibit A** and as otherwise needed;
 - 5.6.2 designate one representative to serve on the **DBMT** and participate in **DBMT** meetings to carry out **DBMT** responsibilities in Section 4; and
 - 5.6.3 pay for services as described below and in **Exhibit B**.
 - 5.7 The **DBMT** shall oversee the expenditure of budgeted funds and allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.
 - 5.8 Funds collected from the Parties or other sources on behalf of the **DBMT** shall be maintained in a special fund by King County as *ex officio* treasurer on behalf of the **DBMT**, pursuant to rules and procedures established and agreed to by the **DBMT** and King County. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
 - 5.9 Costs and Billing
 - 5.9.1 Parties agree to pay the costs as set out in **Exhibit B** within sixty (60) days of receipt of invoice.
 - 5.9.2 King County will bill the Parties for their shares of service costs for the current calendar year on an annual basis by no later than September 1st.
 - 5.10 Parties may inspect and shall provide access to all relevant records that are maintained by the Parties and/or **DBMT** in connection with this Agreement.
6. **LATECOMERS**. Governments located in King County, lying wholly or partially within the Duwamish Service Area, which have not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all participants of the **DBMT**. The participants of the **DBMT** and any governments seeking to become a Party shall jointly determine the terms and conditions under which the government may become a Party, which shall include payment by such government to King County, of the amount of moneys constituting the government's fair and proportionate share of all prospective costs as determined by the Parties and set out in **Exhibit B**. Any government that becomes a Party pursuant to this section shall thereby assume the same general rights and responsibilities as all other Parties to this Agreement, including participation in the **DBMT** as described in Section 5.

7. **Notice**

Any notice required to be given under this Agreement will be directed to the Party at the address below. Notice will be considered effective upon receipt or twenty-four hours after mailing, whichever is earlier.

King County:

Department of Natural Resources and
Parks
Water and Land Resources Division
201 S. Jackson St., Suite 600
Seattle, WA 98104

Attn: Janne Kaje
Email: janne.kaje@kingcounty.gov

The City of Seattle:

City of Seattle
Seattle Public Utilities
Government Relations and Legislative
Affairs Division
P.O. Box 34018
Seattle, WA 98124-5177

Attn: Martha Neuman
Email: Martha.neuman@seattle.gov

City of Tukwila:

Tukwila City Administrator
6200 Southcenter Boulevard
Tukwila, WA 98188-2544

Attn: Mike Perfetti
Email: mike.perfetti@tukwilawa.gov

Port of Seattle:

Port of Seattle
Maritime Environment & Sustainability
PO Box 1209
Seattle, WA 98111

Attn: Kathleen Hurley
Email: Hurley.K@portseattle.org

8. **TERMINATION.** Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides written notice of its intent to terminate at least forty-five (45) days prior to January 1. The terminating Party shall remain fully responsible for meeting all of its obligations, under this Agreement, through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. The Parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **DBMT** as reflected in **Exhibit B**.

This Agreement may be terminated in its entirety at any time by the written agreement of all Parties.

9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state and federal law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in

any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose only, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that any Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 8.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk, or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities, or liabilities under the ESA, or any other act, statute, regulation, or ordinance of any local municipality or government, the State of Washington, or the United States.
11. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the WRIA 8 and 9 Plans or other plans that inform stewardship in the **Duwamish Service Area**.
12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation, or other obligation of any kind on any Party to this Agreement which is not a party to such decision or agreement.
13. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the WRIA 8 Salmon Recovery Council or WRIA 9 Watershed Ecosystem Forum, National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or, the State of Washington, or to form the

basis for any liability on the part of the **DBMT** or any of the Parties, or their officers, elected officials, agents and employees, to any third party.

14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous, written consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been authorized and approved for execution by each Party's governing body.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

THE CITY OF SEATTLE:

PORT OF SEATTLE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

KING COUNTY

CITY OF TUKWILA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Martha Neuman/206-796-4917	Akshay Iyengar 4/0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute an interlocal agreement with King County, the City of Tukwila, and the Port of Seattle to cost-share a Duwamish Basin Steward staff position that will provide Basin Stewardship Services in the Duwamish Service area.

Summary and Background of the Legislation: This is an Interlocal Agreement with King County, the City of Tukwila, and the Port of Seattle to cost-share a new position for a watershed steward for the Lower Duwamish River. The position will be housed at King County with other basin stewards. A Duwamish Management Team that includes Seattle Public Utilities will be formed to develop the workplan and manage the budget for the position.

The Duwamish Basin Steward would develop and implement Chinook salmon habitat restoration projects in the lower eleven miles of the Green-Duwamish River in coordination with willing landowners, the local jurisdictions, the Cities of Seattle and Tukwila, the Port of Seattle, Boeing, Central Puget Sound Watershed (WRIA 9), and non-profit partners.

There is broad political and community support for this position. Four King County basin stewards serve the Green/Duwamish and Central Puget Sound Watershed (WRIA 9) covering the Middle Green basin, Lower Green basin, Vashon/Maury Island, and Miller/Walker Creek. The Duwamish River basin, which is the lowest 11 miles of the Green/Duwamish River watershed and lies mainly within incorporated areas, remains a gap in the basin stewardship program. Without a Duwamish Basin Steward, opportunities for land acquisition and habitat restoration have been left untended and have been lost to development of incompatible uses.

Despite the work of multiple entities implementing habitat related improvements in the Duwamish (i.e., Seattle, Tukwila, Port of Seattle), there is no single entity focused on coordination and collaboration to leverage efforts to maximize ecological lift. Given the collective investment projected within the watershed over the next decade, a steward would help maximize the benefit to the watershed.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? x Yes No

The employee will be a King County employee, with SPU, the City of Tukwila, and Port of Seattle sharing in the cost with King County. Collectively, all agencies will help guide the employee and direct work.

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

A cost-shared position housed at King County is advantageous to the City. This City does not have this position or a basin steward program. Housing a cost-shared position at King County with other basin stewards is more efficient and effective. The position could improve the rate some City restoration projects in the Duwamish Basin move forward.

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

There is broad political and community support for this position, and it has been desired for many years. Choosing not to move forward with the position could create ill will with the other three funding partners (King County, City of Tukwila, and Port of Seattle), and in the community. Funding a City-steward position would be confusing with overlapping interests and responsibilities.

3.a. Appropriations

 X This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/#*	2022 Appropriation Change	2023 Estimated Appropriation Change
44010	Drainage & Wastewater Fund		\$66,500	\$66,500
TOTAL			\$66,500	\$66,500

*See budget book to obtain the appropriate Budget Control Level for your department.

Is this change one-time or ongoing?

This will be ongoing funding, tied to an interlocal agreement.

Appropriations Notes:

3.b. Revenues/Reimbursements

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

3.c. Positions

___ This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

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

No

b. Is a public hearing required for this legislation?

No

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

No

d. Does this legislation affect a piece of property?

No

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

Salmon recovery is a race and social justice issue as tribes rely on salmon for sustenance and cultural survival. The Duwamish Basin is a historically underserved community in King County with lower life expectancy and high health risks. The work of a Duwamish Basin steward is directly related to environmental justice for the community, including habitat restoration that may also have other community benefits such as climate resiliency, flood hazard mitigation and flood water retention, improved water quality, increased canopy cover, and job training.

f. Climate Change Implications

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

No

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

Improving habitat for salmon and their ability to survive increases community resiliency in terms of sustenance. Habitat projects often have multiple benefits that also increase our ability to adapt to climate change such as improving canopy cover; improving water quality of stormwater runoff; and providing shade.

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

The Duwamish Basin Steward is an expansion of the basin steward program housed at King County.

Summary Attachments:

Summary Exhibit A – 2022 Work Plan

Summary Exhibit B – Duwamish Stewardship ILA Cost-share

FINAL

Exhibit A: 2022 Duwamish River Basin Steward Work Plan

Program Element	Actions/ Deliverables	Est. percentage of work plan
Partner Coordination Coordinate with diverse partners to achieve commons goals within the basin.	<ul style="list-style-type: none"> Attend regular WRIA 9 Implementation Technical Committee (ITC) and Watershed Ecosystem Forum meetings Coordinate with salmon recovery partners, including WRIA 9, King County, City of Seattle, Port of Seattle, and City of Tukwila on activities within the basin Build relationships with Duwamish Basin partners working on habitat restoration and recovery (e.g., Duwamish Alive Coalition, Duwamish River Community Coalition, Duwamish Tribe, Puget Soundkeeper) Track and stay connected to Duwamish-specific programs, plans, and initiatives, attending meetings and relaying information to partners (e.g., Seattle Duwamish Valley Program, Duwamish Resilience District, clean-up efforts). Participate in quarterly Green-Duwamish Revegetation meetings 	40%
Habitat Protection & Enhancement Identify, prioritize, fundraise, and support implementation of priority acquisition and habitat projects, including for water quality, within the basin.	<ul style="list-style-type: none"> Identify and support implementation of habitat restoration and green infrastructure opportunities, including urban tree canopy enhancement, in partnership with salmon recovery and community partners Identify acquisition opportunities to expand natural open space and protect habitat in partnership with local jurisdiction and community Write and track grants for acquisition, revegetation, and habitat restoration Track restoration projects and applicable monitoring efforts occurring throughout the basin Coordinate implementation of capital projects and smaller habitat enhancement projects 	40%
Community Outreach & Engagement Engage with residents, businesses, and local community groups to achieve conservation and restoration goals and ensure local voices are represented in decision making.	<ul style="list-style-type: none"> Build relationships with businesses and residents to promote creative solutions for stormwater management, aquatic habitat restoration, and riparian revegetation Build relationships with community groups in the Duwamish basin and within North Highline and Skyway neighborhoods Work collaboratively with the local communities to ensure their voices help inform conservation and restoration actions 	20%

- FINAL -

EXHIBIT B: 2022 Duwamish Steward Inter-local Agreement (ILA) Cost-share

Pursuant to section 5.3 of the ILA, the Duwamish Management Team shall, by October 1 of each year, establish an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis in accordance with the initial allocation formula for 2022 set forth in this Exhibit B. The base contribution of each party shall be updated every year, with automatic adjustments for inflation, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). When an additional government becomes party to this Agreement, the government's initial cost share shall be determined jointly by the Parties and will be included in Exhibit B.

In the event that external revenues are available to support the base budget, such revenues will offset party cost-shares according to the base shares shown in Exhibit B, unless otherwise agreed upon by the parties.

For 2022, WRIA 9 has agreed to make a one-time contribution of \$25,000 to support the program. By mutual agreement of the parties, the WRIA 9 contribution will be divided equally among King County and Seattle only.

2022 Base Cost-share		
ILA Party	Cost-share	Base share
King Co.	\$79,000	38%
Seattle	\$79,000	38%
Tukwila	\$26,000	12%
Port of Seattle	\$26,000	12%
Total	\$210,000	100%

2022 Adjusted Cost-share		
External revenue	Cost-share	Adjusted share
WRIA 9	\$25,000	12%
King Co.	\$66,500	32%
Seattle	\$66,500	32%
Tukwila	\$26,000	12%
Port of Seattle	\$26,000	12%
Total	\$210,000	100%

Duwamish Basin Steward ILA

Transportation and Seattle Public Utilities Committee
December 6, 2022

1

Seattle Public Utilities



City of Seattle

Today

Seeking approval to authorize execution of a new Interlocal Agreement:

- cost-share a new Duwamish Basin Salmon Recovery Steward
- With King County, City of Tukwila and Port of Seattle



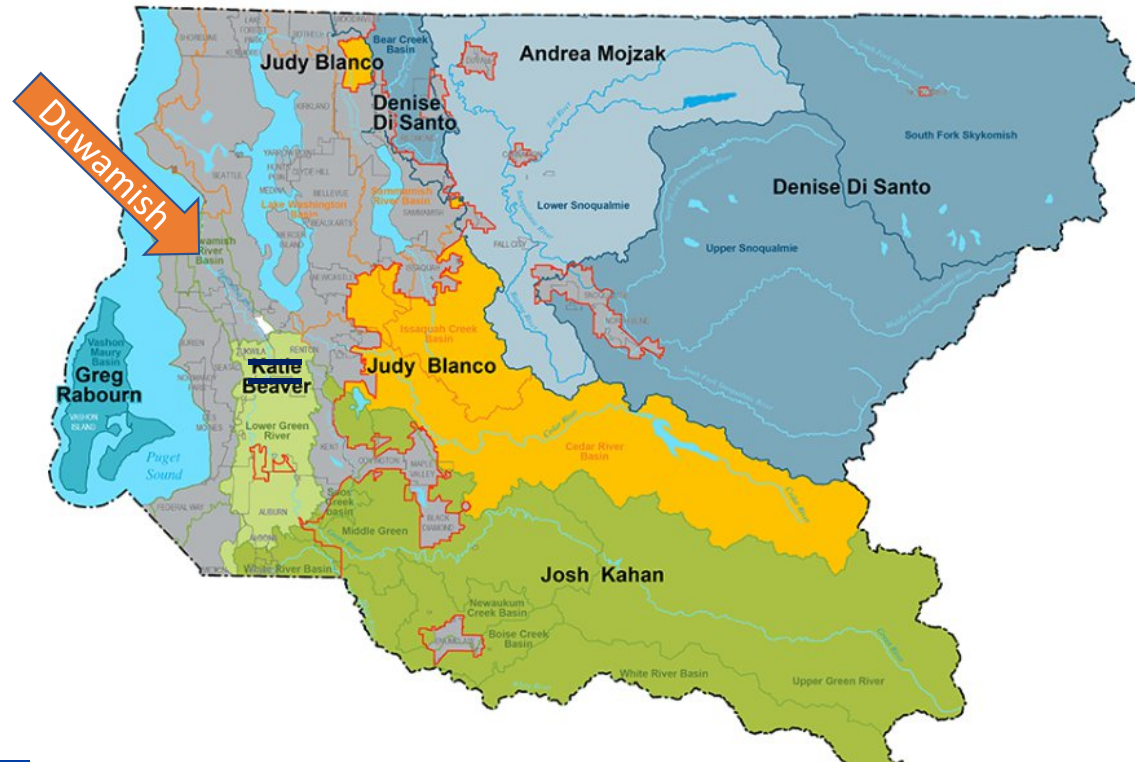
Basin Stewards

- Advance implementation of salmon habitat plans
- Improve community engagement and partner coordination
- Amplify positive outcomes
 - Leverage resources
 - Accelerate project delivery
 - Prioritize and plan habitat restoration projects
 - Work with public and private partners, including landowners
 - Pursue grant funding

King County Basin Stewards

Water and Land Resources Division

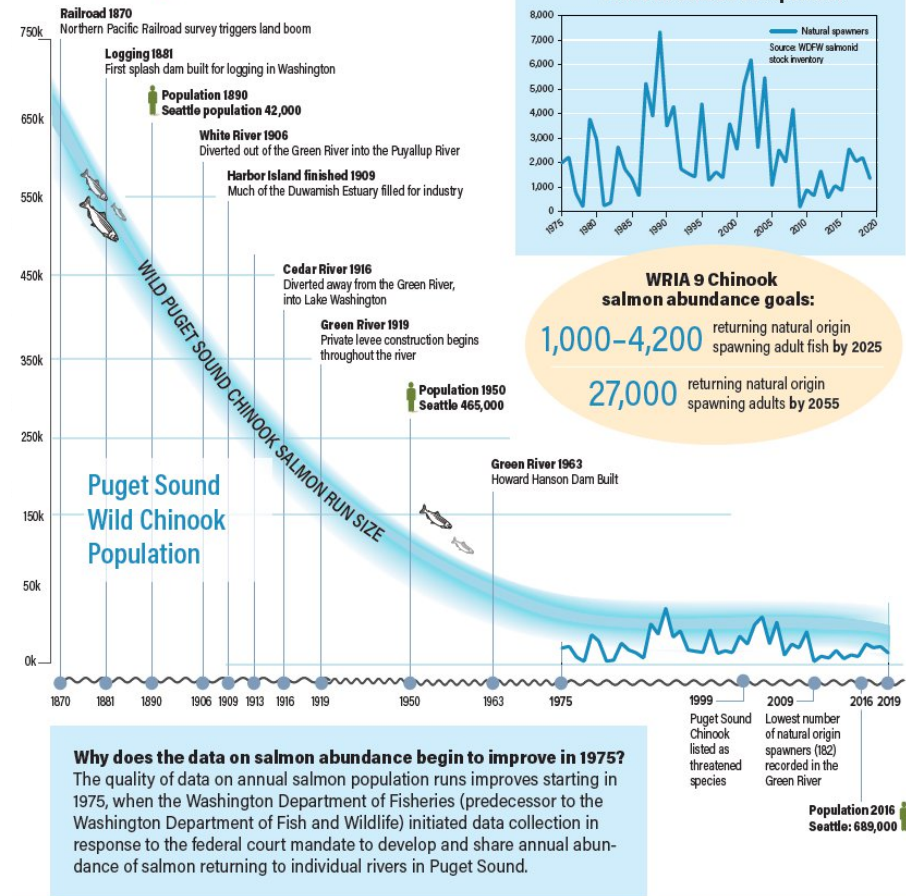
Who are the Basin Stewards?



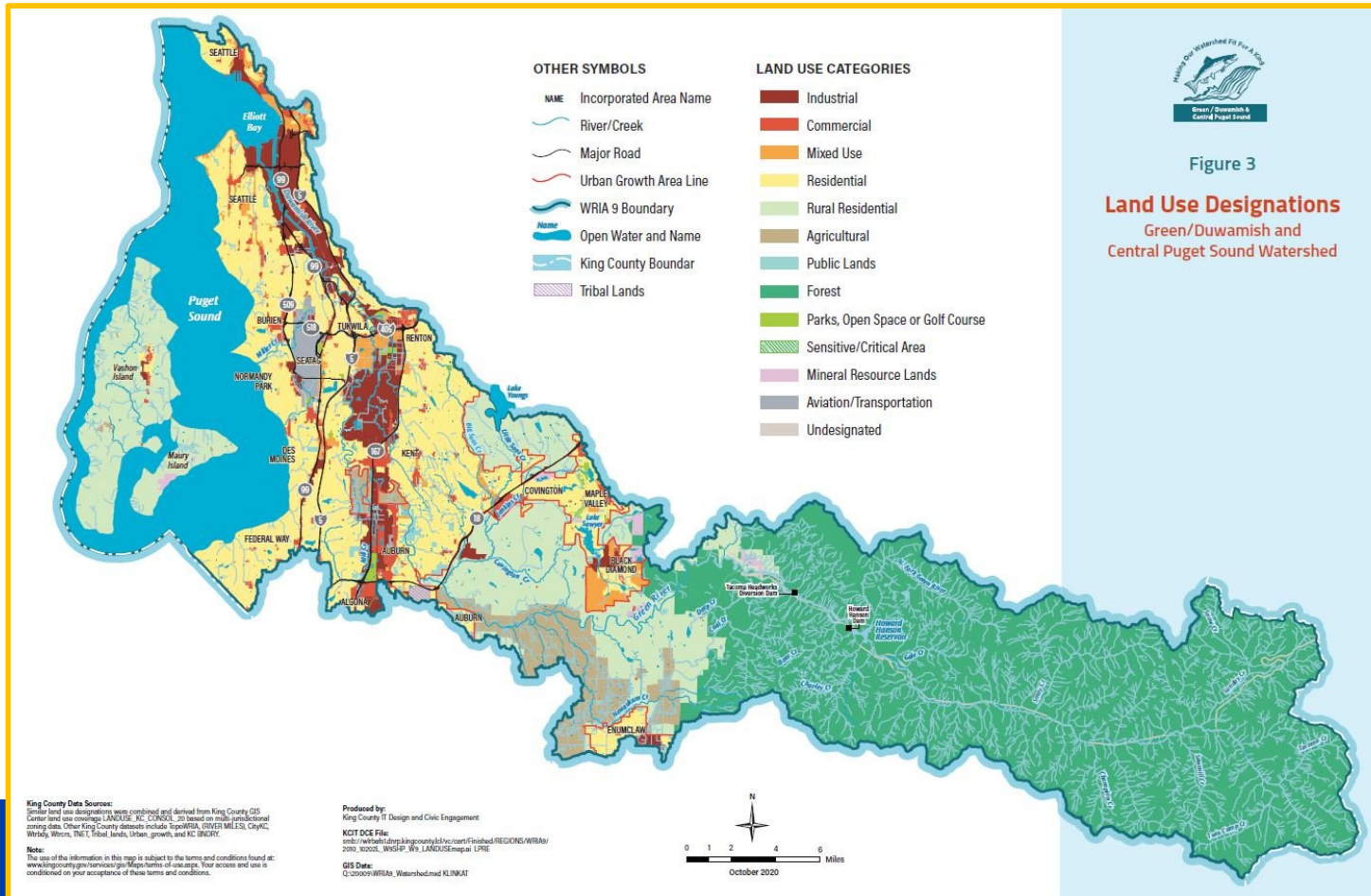
Chinook Recovery Overview

- 1999 – ESA Listing of Puget Sound Chinook
- 2001 WRIA 8 (Cedar-Sammamish) and 9 (Green-Duwamish) interlocal agreements first signed
- 2001 Seattle Urban Blueprint for Salmon Habitat Protection and Restoration (City of Seattle)
- 2005 WRIA 8 and WRIA 9 Recovery Plans
- 2007 Puget Sound Regional Recovery Plan (NOAA approved)
- 2021 – WRIA 9 updated Salmon Habitat Plan to guide work

Chinook Salmon Recovery Timeline



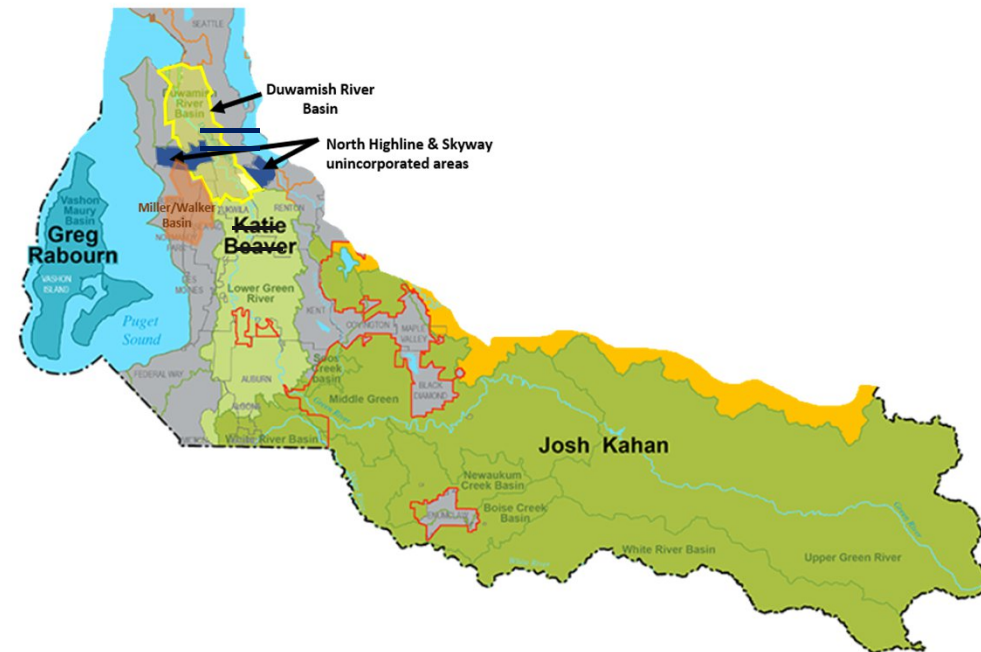
WRIA 9 – A Watershed Approach



- 575 square miles
- 17 local governments
- 5 sub-watersheds
- Watershed Ecosystem Forum
 - CM Herbold Forum co-chair
- Seattle dues
 - \$147,674K for 2022
 - 100% Drainage Fund

New Duwamish Basin Steward

- A coordinated salmon recovery and habitat protection approach for the Duwamish
- A point person
 - Unique and complex basin
 - Multiple efforts – Seattle, King County, Port of Seattle, City of Tukwila, community organizations, private sector
 - Equity and social justice
 - Broad community support
 - Collaboration, coordination and leverage to maximize benefits
 - Helps support Green Stormwater Infrastructure and climate resilience efforts



The Details

Interlocal Agreement

- 4 Parties
- Cost-share
- Duwamish Basin Management Team to develop work plan and budget
- Through 2026, can extend
- Encourages future cost-sharing partners

Day-to-Day

- Part of the King County Basin Steward program

2022 Adjusted Cost-Share

ILA Party plus WRIA 9	Cost share	%	Base %
King County	\$66,500	32%	38%
Seattle	\$66,500	32%	38%
Port of Seattle	\$26,000	12%	12%
City of Tukwila	\$26,000	12%	12%
WRIA 9	\$26,000	12%	
TOTAL	\$210,000	100%	

For 2023, WRIA 9 is funding 0.25 of the Duwamish Steward FTE for about \$50,000



Duwamish & Nearshore Sub-watersheds Priorities

- Protect, restore & enhance marine shorelines
- Restore and enhance estuarine habitat
- Improve sediment and water quality
- Revegetate riparian corridors



Thank You and Questions

Seattle Public Utilities



City of Seattle