



# CITY OF SEATTLE

## City Council

### Agenda - Revised

Revised

Tuesday, September 26, 2023

2:00 PM

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

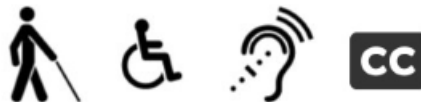
Debora Juarez, Council President  
Lisa Herbold, Member  
Andrew J. Lewis, Member  
Tammy J. Morales, Member  
Teresa Mosqueda, Member  
Sara Nelson, Member  
Alex Pedersen, Member  
Kshama Sawant, Member  
Dan Strauss, Member

Chair Info: 206-684-8805; [Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov)

[Watch Council Meetings Live](#) [View Past Council Meetings](#)

Council Chamber Listen Line: 206-684-8566

For accessibility information and for accommodation requests, please call 206-684-8888 (TTY Relay 7-1-1), email [CouncilAgenda@Seattle.gov](mailto:CouncilAgenda@Seattle.gov), or visit <http://seattle.gov/cityclerk/accommodations>.



**CITY OF SEATTLE**  
**City Council**  
**Agenda - Revised**  
**Revised**  
**September 26, 2023 - 2:00 PM**

**Meeting Location:**

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

**Committee Website:**

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

---

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

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

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

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

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PRESENTATIONS**

**D. PUBLIC COMMENT**

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



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

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

[IRC 410](#)

September 26, 2023

**Attachments:** [Introduction and Referral Calendar](#)

**F. APPROVAL OF THE AGENDA****G. APPROVAL OF CONSENT CALENDAR**

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

**Journal:**

1. [Min 444](#) September 19, 2023

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

**Bills:**

2. [CB 120671](#) AN ORDINANCE appropriating money to pay certain claims for the week of September 11, 2023 through September 15, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.

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

3.     [CB 120665](#)     AN ORDINANCE amending Sections 5.24.020 and 5.24.030 of the Seattle Municipal Code (SMC) to adjust the thresholds upon which the City Council is briefed about settlement and claims matters in Executive Session; and amending SMC 5.24.020 to require twice-annual litigation briefings in Executive Session.

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

**In Favor: 3 - Juarez, Pedersen, Mosqueda**

**Opposed: None**

**Supporting**

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

**FINANCE AND HOUSING COMMITTEE:**

4.     [CB 120659](#)     AN ORDINANCE relating to the transfer of City real property for housing development; declaring the property located at 6109 Phinney Avenue N ("Property") surplus to the City's needs; authorizing transfer of the Phinney Ridge Property to Homestead Community Land Trust or its designee; authorizing the Director of the Office of Housing or the Director's designee to execute and deliver a contract for transfer of land, deed, and related documents; and ratifying and confirming certain prior acts.

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

**In Favor: 5 - Mosqueda, Herbold, Pedersen, Nelson, Lewis**

**Opposed: None**

**Attachments:** [Att 1 - Term Sheet for Phinney Property Transfer](#)

**Supporting**

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

[Summary Att 1 - Phinney Property Maps](#)

5.     [CB 120660](#)     AN ORDINANCE relating to the transfer of City real property for housing development; transferring properties collectively known as “Sites 5-11” to selected developers or their designees; authorizing the Director of the Office of Housing or the Director’s designee to execute and deliver agreements for transfer of land, deeds, and related documents; and ratifying and confirming certain prior acts.

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

**In Favor: 5 - Mosqueda, Herbold, Pedersen, Nelson, Lewis**

**Opposed: None**

**Attachments:**   [Att A – Term Sheet RVAHI Sites 5-11 Transfers](#)

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

[Summary Att 1 - Maps of Property](#)

**LAND USE COMMITTEE:**

6.     [CB 120622](#)     AN ORDINANCE relating to vacant building monitoring and nuisance abatement; amending Sections 22.204.030 and 22.206.200 of the Seattle Municipal Code.

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

**In Favor: 4 - Strauss, Morales, Nelson, Pedersen**

**Opposed: None**

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

7.     [CB 120631](#)     AN ORDINANCE relating to land use and zoning; amending subsection 23.49.011.B of the Seattle Municipal Code to increase flexibility for lodging uses in the DMR/R 95/65 zone.

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

**In Favor: 4 - Strauss, Morales, Nelson, Pedersen**

**Opposed: None**

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

**PUBLIC ASSETS AND HOMELESSNESS COMMITTEE:**

8.     [CB 120629](#)     AN ORDINANCE relating to King County Conservation Futures Levy proceeds; authorizing the Mayor to enter into Amendment 1 to the Interlocal Cooperation Agreement between the King County and the City of Seattle for Conservation Futures-Funded Open Space Acquisition Projects; and authorizing the deposit of 2021, 2022 and 2023 allocations from King County Conservation Futures Levy proceeds into The City of Seattle's Park and Recreation Fund.

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

**In Favor: 3 - Lewis, Mosqueda, Herbold**

**Opposed: None**

**Absent(NV): 1 - Juarez**

**Attachments:**   [Ex A – Amendment 1 to CFT Interlocal Agreement](#)

**Supporting Documents:**   [Summary and Fiscal Note](#)  
                                  [Summary Att 1 – Maps of CFT Projects](#)

9.     [CB 120650](#)     AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the acquisition of real property at 6109 S Fountain St; authorizing acceptance of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

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

**In Favor: 3 - Lewis, Mosqueda, Herbold**

**Opposed: None**

**Absent(NV): 1 - Juarez**

**Attachments:**   [Att 1 - Agreement for Purchase and Sale of Real Property](#)

**Supporting**

**Documents:**   [Summary and Fiscal Note](#)  
[Summary Att A - Map of Taylor Creek Headwater Addition Acq](#)

**TRANSPORTATION AND SEATTLE PUBLIC UTILITIES COMMITTEE:**

10.    [CB 120642](#)     AN ORDINANCE relating to street and sidewalk use; amending the Street Use Fee Schedule authorized by Section 15.04.074 of the Seattle Municipal Code.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

**Attachments:**   [Att A - SDOT Street Use Fee Schedule](#)

**Supporting**

**Documents:**   [Summary and Fiscal Note](#)  
[Summary Att A - Street Use Fee Schedule with ed](#)

**Resolutions:**

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

11. [Res 32110](#) A RESOLUTION establishing the City's continuing support to advance a public-private partnership through future agreements between The City of Seattle, Seattle Public Schools, and the One Roof Partnership; and addressing funding needs to develop a new world-class Memorial Stadium serving students, youth, and the community and that is transformative for Seattle Center.

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

**In Favor: 3 - Juarez, Pedersen, Mosqueda**

**Opposed: None**

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

[Summary Att A - Vicinity Map](#)

**Appointments:**

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

12. [Appt 02657](#) Reappointment of Michael L. Reichert as member, Seattle Indian Services Commission, for a term to November 30, 2025.

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

**In Favor: 3 - Juarez, Pedersen, Mosqueda**

**Opposed: None**

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

13. [Appt 02658](#) Reappointment of Misha Y. Rodarte as member, Seattle Indian Services Commission, for a term to June 30, 2026.

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

**In Favor: 3 - Juarez, Pedersen, Mosqueda**

**Opposed: None**

**Supporting**

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

14. [Appt 02659](#) Appointment of Greg P. Ramirez as member, Labor Standards Advisory Commission, for a term to April 30, 2025.

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

**In Favor: 3 - Juarez, Pedersen, Mosqueda**

**Opposed: None**

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

**PUBLIC ASSETS AND HOMELESSNESS COMMITTEE:**

15. [Appt 02660](#) Reappointment of Phillip Meng as member, Board of Parks and Recreation Commissioners, for a term to August 31, 2026.

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

**In Favor: 4 - Lewis, Mosqueda, Herbold, Juarez**

**Opposed: None**

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

**TRANSPORTATION AND SEATTLE PUBLIC UTILITIES COMMITTEE:**

16. [Appt 02661](#) Appointment of Herb Krohn as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

**Supporting**

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

17. [Appt 02662](#) Appointment of Erik Nielsen as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

18. [Appt 02663](#) Appointment of Waylon Robert as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

19. [Appt 02664](#) Reappointment of Eric Wright as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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



20. [Appt 02665](#) Appointment of Priyadharshini Balan as member, Seattle Transit Advisory Board, for a term to August 2, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

21. [Appt 02666](#) Appointment of Zachary Burton as member, Seattle Transit Advisory Board, for a term to August 2, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

22. [Appt 02667](#) Appointment of Dana Coppernoll-Houston as member, Seattle Transit Advisory Board, for a term to August 2, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

23. [Appt 02668](#) Appointment of Carolyn Tillinger as member, Seattle Transit Advisory Board, for a term to August 2, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

24. [Appt 02669](#) Reappointment of Yasir Alfarag as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

25. [Appt 02670](#) Reappointment of Ty Bottorff as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

26. [Appt 02671](#) Appointment of Amy Conroy as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

27. [Appt 02672](#) Appointment of Diane C. Hetrick as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

28. [Appt 02673](#) Reappointment of Douglas Migden as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

29. [Appt 02674](#) Appointment of Nia Ransom as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

30. [Appt 02675](#) Appointment of Desiree Krautkramer as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

31. [Appt 02676](#) Appointment of Ryan Baum as member, Seattle School Traffic Safety Committee, for a term to March 31, 2026.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

32. [Appt 02677](#) Appointment of Kelsey Rote as member, Seattle School traffic Safety Committee, for a term to March 31, 2026.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

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

33. [Appt 02678](#) Reappointment of Daniel J. Kelly as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

**Supporting**

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

**LAND USE COMMITTEE:**

34. [Appt 02574](#) Appointment of Denise Perez Lally as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2025.

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

**In Favor: 4 - Strauss, Morales, Nelson, Pedersen**

**Opposed: None**

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

35. [Appt 02575](#) Reappointment of Evelyn Thomas Allen as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2026.

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

**In Favor: 4 - Strauss, Morales, Nelson, Pedersen**

**Opposed: None**

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

36. [Appt 02631](#) Appointment of Nathan Collins as member, Urban Forestry Commission, for a term to March 31, 2026.

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

**In Favor: 4 - Strauss, Morales, Nelson, Pedersen**

**Opposed: None**

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

**H. COMMITTEE REPORTS**

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

**PUBLIC ASSETS AND HOMELESSNESS COMMITTEE:**

1. [Appt 02635](#) Appointment of Marshall Foster as Director, Seattle Center, for a term to September 1, 2027.  
  
**The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 4 - Lewis, Mosqueda, Herbold, Juarez**  
**Opposed: None**  
  
**Attachments:** [Appointment Packet](#)
2. [CB 120644](#) AN ORDINANCE authorizing Seattle Parks and Recreation to enter into an Agreed Order or Consent Decree with the Washington State Department of Ecology or U.S. Environmental Protection Agency to undertake work at the Duwamish Waterway Park site; and to seek and accept state Remedial Action Grants for cleanup work related to the site.  
  
**The Committee recommends that City Council pass as amended the Council Bill (CB).**  
**In Favor: 3 - Lewis, Mosqueda, Herbold**  
**Opposed: None**  
**Absent(NV): 1 - Juarez**  
  
**Attachments:** [Att A – Washington State Department of Ecology Agreed Order v2](#)  
  
**Supporting Documents:** [Summary and Fiscal Note](#)  
[Summary Att A - Site Map](#)

3.     [CB 120648](#)     AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the acquisition of real property commonly known as 9200 18th Ave SW; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; amending Ordinance 126725, which adopted the 2023 Budget, including the 2023-2028 Capital Improvement Program; changing appropriations to various departments and budget control levels, and from various funds in the Budget; making an appropriation from the Park and Recreation Fund for acquisition and related costs; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

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

**In Favor: 3 - Lewis, Mosqueda, Herbold**

**Opposed: None**

**Absent(NV): 1 - Juarez**

**Attachments:**   [Att 1 - Real Estate Purchase and Sale Agreement v2](#)  
                          [Att 2 - Deed Acceptance Certificate](#)

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)  
[Summary Att A – Map Westwood-Highland Park RUV Acquisition](#)

4. [CB 120664](#) AN ORDINANCE relating to Seattle Parks and Recreation; authorizing an Operations and Management Agreement between The City of Seattle, a Washington State municipal corporation, by and through Seattle Parks and Recreation, and the Downtown Business Improvement Association, a Washington State nonprofit corporation, to enter into an operation and management agreement for activation and programming services at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park; and ratifying and confirming certain prior acts.

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

**In Favor: 4 - Lewis, Mosqueda, Herbold, Juarez**

**Opposed: None**

**Attachments:** [Att 1 - DBIA Operations and Management Agreement](#)

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

[Summary Ex A – Property Maps](#)

5. [CB 120667](#) AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Second Amendment to the Easement Agreement; authorizing acceptance of a recording of the Second Amendment to the Easement Agreement; and ratifying and confirming certain prior acts.

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

**In Favor: 3 - Lewis, Mosqueda, Herbold**

**Opposed: None**

**Absent(NV): 1 - Juarez**

**Attachments:** [Att 1 – Second Amendment to Easement Agreement](#)

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

[Summary Ex A - Property Map](#)

**CITY COUNCIL:**

6.     [CB 120663](#)     AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to negotiate and execute a real property lease with PTL Property Limited Partnership, on behalf of the Seattle Fire Department; and ratifying and confirming certain prior acts.

**Attachments:**   [Att A - Fifth Amendment of Lease - 220 Third Avenue South, Seattle](#)

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

[Summary Ex A - Map of Third & Main Building SFD Leased Property](#)

[Summary Ex B - 1998 Lease Agreement](#)

[Summary Ex C - Lease Amendment No. 1](#)

[Summary Ex D - Second Amendment of Lease](#)

[Summary Ex E - Third Amendment of Lease](#)

[Summary Ex F - Fourth Amendment of Lease](#)

7.     [CB 120666](#)     AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director of Transportation to enter into a lease agreement on behalf of the City of Seattle with the Cultural Space Agency, a city-chartered Public Development Authority, for its use and occupancy of a portion of King Street Station; and ratifying and confirming certain prior acts.

**Attachments:**   [Att 1 – Lease Agreement between The City of Seattle and the Cultural Space Agency Public Development Authority \(CSA\)](#)

**Supporting**

**Documents:**

[Summary and Fiscal Note](#)

8.     [CF 314525](#)     Mayor Bruce Harrell's Budget Address on the 2024 Proposed Budget Adjustments.

**LAND USE COMMITTEE:**



9.     [CB 120632](#)     AN ORDINANCE relating to land use and zoning; amending the Official Land Use Map (Chapter 23.32 of the Seattle Municipal Code) to rezone certain land in the Downtown Retail Core; and amending Sections 23.49.008 and 23.49.058 of the Seattle Municipal Code to increase housing capacity and downtown activation.

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

**In Favor: 3 - Strauss, Mosqueda, Nelson**

**Opposed: 2 - Morales, Pedersen**

**Attachments:**   [Full Text: CB 120632 v2](#)  
                          [Att 1 – Rezone Map](#)

**Supporting**

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

#### **TRANSPORTATION AND SEATTLE PUBLIC UTILITIES COMMITTEE:**

10.    [CB 120657](#)     AN ORDINANCE relating to rates and charges for water services of Seattle Public Utilities; revising water rates and charges, and credits to low-income customers; and amending Sections 21.04.430, 21.04.440, and 21.76.040 of the Seattle Municipal Code.

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

**In Favor: 3 - Pedersen, Strauss, Morales**

**Opposed: None**

**Supporting**

**Documents:**   [Summary and Fiscal Note](#)  
                          [Summary Ex A - 2024-2026 Water Rate Study](#)

#### **I. ITEMS REMOVED FROM CONSENT CALENDAR**

#### **J. ADOPTION OF OTHER RESOLUTIONS**

11.    [Res 32113](#)     A RESOLUTION endorsing the Philippine Human Rights Act.

**Supporting**

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

**K. OTHER BUSINESS**

**L. ADJOURNMENT**



## Legislation Text

---

**File #:** IRC 410, **Version:** 1

---

September 26, 2023



## Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
<b><u>By: Mosqueda</u></b>		
1. <a href="#">CB 120671</a>	AN ORDINANCE appropriating money to pay certain claims for the week of September 11, 2023 through September 15, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Mosqueda</u></b>		
2. <a href="#">Res 32113</a>	A RESOLUTION endorsing the Philippine Human Rights Act.	City Council for Introduction & Adoption
<b><u>By: Juarez</u></b>		
3. <a href="#">CF 314525</a>	Mayor Bruce Harrell's Budget Address on the 2024 Proposed Budget Adjustments.	City Council



## Legislation Text

---

**File #:** Min 444, **Version:** 1

---

September 19, 2023

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, September 19, 2023

2:00 PM

**Council Chamber, City Hall**

**600 4th Avenue**

**Seattle, WA 98104**

### **City Council**

*Debora Juarez, Council President*

*Lisa Herbold, Member*

*Andrew J. Lewis, Member*

*Tammy J. Morales, Member*

*Teresa Mosqueda, Member*

*Sara Nelson, Member*

*Alex Pedersen, Member*

*Kshama Sawant, Member*

*Dan Strauss, Member*

*Chair Info: 206-684-8805; [Debora.Juarez@seattle.gov](mailto:Debora.Juarez@seattle.gov)*

**A. CALL TO ORDER**

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on September 19, 2023, pursuant to the provisions of the City Charter. The meeting was called to order at 2:05 p.m., with Council President Juarez presiding.

**B. ROLL CALL**

**Present:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**C. PRESENTATIONS**

Councilmember Herbold presented a Proclamation recognizing Diaper Need Awareness Week. By unanimous consent, the Council Rules were suspended to allow Councilmember Herbold, to present the Proclamation, and to allow Becky Schroeder and Laura Skelton from Westside Baby, to address the Council.

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

Michael Mellini  
Drew Batchelor  
Alex Fay  
Shomya Tripathy  
Linnea May  
David Gill  
Alice Lockhart  
Mark Epstein  
Rudy Pantoja  
Alexander Mayben  
Bailey Medilo  
Jordan Vanvoast  
Teresa Lamb  
Tanya Wa  
Randy Worang  
Reza Marashi  
Dennis Sills  
Steve Rubstello  
Josh Hou  
Sandy Shettler  
June BlueSpruce  
Samuel Wolff  
Barbara Bernard  
Chairman Robert de los Angeles  
Sean Blackwell  
Kim Butler  
Kathleen Brose  
Taylor Riley  
Meilani Mandery  
Andrea Suarez  
Fe Lopez Gatke  
Peter Condit  
Larry Marshall  
Howard Gale  
Kathleen Kerkof  
Rob Saka  
Mike Stewart  
Scott Ingham  
Nathan Fisher  
Jennifer Godfrey  
Julia Shettler



Wendy Kwan  
Alysha Koehler  
Joshua Morris  
Sara Lidstrom  
Denise Hotchkiss  
Rose H  
Tim Moisio  
Jade Weise  
Aretha Basu  
Erika Rusher  
Bradley Dosch  
Maggie McKelvy  
JM Wong  
Shemona Moreno  
Lilly Hayward  
Aidon Carroll  
Soren Smith

By unanimous consent, the Council Rules were suspended to allow an additional 10 speakers to address the Council.

Joe Kunzler  
Richard Ellison  
BJ Last  
David Cacanindin  
Yin Y  
Anita Freeman  
Eliana Horn  
Kisha K.  
Barry Blanton  
Shannon Kelley

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

[IRC 409](#)**September 19, 2023****ACTION 1:**

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

**ACTION 2:**

Motion was made by Councilmember Pedersen and duly seconded to amend the proposed Introduction and Referral Calendar by introducing Council Bill 120670, and by referring it to the City Council.

Council Bill 120670, AN ORDINANCE relating to tree protections; adding new provisions related to trees that are part of an archaeological site; and amending Sections 25.11.060 and 25.11.130 of the Seattle Municipal Code.

The Motion carried by the following vote:

In favor: 5 - Herbold, Lewis, Morales, Pedersen, Sawant

Opposed: 4 - Juarez, Mosqueda, Nelson, Strauss

**ACTION 3:**

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

**The Motion carried, and the Introduction & Referral Calendar (IRC) was adopted as amended by the following vote:**

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

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

**G. APPROVAL OF CONSENT CALENDAR**

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

**Journal:****1.     [Min 443](#)     September 12, 2023**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**Bills:**

**2.     [CB 120662](#)     AN ORDINANCE appropriating money to pay certain claims for the week of September 04, 2023 through September 08, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**Appointments:****CITY COUNCIL:**

**3.     [Appt 02636](#)     Appointment of Emma Adkins as member, Seattle Disability Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

4. [Appt 02637](#) **Appointment of Dei'Marlon Scisney as member, Community Technology Advisory Board, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

5. [Appt 02638](#) **Appointment of P Xiomara Alvarez as member, Seattle Planning Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

6. [Appt 02639](#) **Appointment of Logan Woodyard as member, Urban Forestry Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

7. [Appt 02640](#) **Appointment of Cade Wiger as member, Community Involvement Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

8. [Appt 02641](#) **Appointment of Tyler Hall as member, Pioneer Square Preservation Board, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

9. [Appt 02642](#) **Appointment of Athena Scott as member, Seattle Arts Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

10. [Appt 02643](#) **Appointment of Rachel Lockerbie as member, Seattle Human Rights Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

11. [Appt 02644](#) **Appointment of Amelia Ossorio as member, Seattle Immigrant and Refugee Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

12. [Appt 02645](#) **Appointment of Ashley E. Ford as member, Seattle LGBTQ Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

13. [Appt 02646](#) **Appointment of Veronica La Mont as member, Seattle Women's Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

14. [Appt 02647](#) **Appointment of Lauren I. Lanham as member, Board of Parks and Recreation Commissioners, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

15. [Appt 02648](#) **Appointment of Tavo Moline as member, Seattle Renters' Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

16. [Appt 02649](#) **Appointment of Eli Davis as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda,  
Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

17. [Appt 02650](#) **Appointment of Delaney Lind as member, Seattle Pedestrian Advisory Board, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

18. [Appt 02651](#) **Appointment Braxton Williams as member, Seattle Transit Advisory Board, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

19. [Appt 02652](#) **Appointment of Jay Backman as member, Seattle Design Commission, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

20. [Appt 02679](#) **Appointment of Shabazz M. Abdulkadir as member, Design Review Board, for a term to August 31, 2024.**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**ECONOMIC DEVELOPMENT, TECHNOLOGY, AND CITY LIGHT COMMITTEE:**

21. [Appt 02653](#) **Appointment of Kelli Faryar as member, Seattle Music Commission, for a term to August 31, 2026.**

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

**In Favor: 4 - Nelson, Juarez, Herbold, Strauss**

**Opposed: None**

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

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss**

**Opposed: None**

22. [Appt 02654](#) **Appointment of Nick Turner as member, Seattle Music Commission, for a term to August 31, 2026.**

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

**In Favor: 4 - Nelson, Juarez, Herbold, Strauss**

**Opposed: None**

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

**In Favor: 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss**

**Opposed: None**

## **H. COMMITTEE REPORTS**

### **PUBLIC SAFETY AND HUMAN SERVICES:**



1. [CB 120645](#) **AN ORDINANCE relating to controlled substances; adding the crimes of knowing possession of a controlled substance and use of a controlled substance in a public place; amending Section 12A.09.020 of the Seattle Municipal Code; and adding a new Section 3.28.141 to the Seattle Municipal Code.**

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

**In Favor: 4 - Herbold, Lewis, Nelson, Pedersen**

**Opposed: 1 - Mosqueda**

**ACTION 1:**

By unanimous consent, the Council Rules were suspended to allow Asha Venkataraman from Council Central Staff to address the Council.

**ACTION 2:**

Motion was made by Councilmember Herbold and duly seconded, to amend Council Bill 120645, as presented on Amendment A on the Agenda.

The Motion carried by the following vote:

In Favor: 6 - Herbold, Juarez, Lewis, Nelson, Pedersen, Strauss

Opposed: 3 - Morales, Mosqueda, Sawant

**ACTION 3:**

Motion was made by Councilmember Nelson and duly seconded, to amend Council Bill 120645, as presented on Amendment B on the Agenda.

The Motion failed by the following vote:

In Favor: 2 - Nelson, Pedersen

Opposed: 7 - Herbold, Juarez, Lewis, Morales, Mosqueda, Sawant, Strauss

**ACTION 4:**

Motion was made by Councilmember Nelson and duly seconded, to amend Council Bill 120645, as presented on Amendment C on the Agenda.

The Motion failed by the following vote:

In Favor: 2 - Nelson, Strauss

Opposed: 7 - Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant

ACTION 5:

Motion was made by Councilmember Mosqueda and duly seconded, to amend Council Bill 120645, as presented on Amendment D on the Agenda.

The Motion failed by the following vote:

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

Opposed: 5 - Juarez, Lewis, Nelson, Pedersen, Strauss

ACTION 6:

Motion was made and duly seconded to pass Council Bill 120645 as amended, as presented on Attachment 1 to the Minutes.

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

**In Favor:** 6 - Juarez, Herbold, Lewis, Nelson, Pedersen, Strauss

**Opposed:** 3 - Morales, Mosqueda, Sawant

CITY COUNCIL:

2.     [CB 120654](#)   **AN ORDINANCE relating to City employment, commonly referred to as the Third Quarter 2023 Employment Ordinance; returning positions to the Civil Service system; exempting a position from the Civil Service system; administratively adjusting the salary schedule for two titles; and establishing three new titles; all by a 2/3 vote of the City Council.**

Motion was made duly seconded to pass Council Bill 120654.

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

3. [CB 120655](#) **AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between The City of Seattle and the United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry Local 32; and ratifying and confirming certain prior acts.**

Motion was made by and duly seconded to pass Council Bill 120655.

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**ECONOMIC DEVELOPMENT, TECHNOLOGY, AND CITY LIGHT COMMITTEE:**

*Councilmember Morales left the meeting at 5:34 p.m.*

4. [CB 120634](#) **AN ORDINANCE relating to Ballard Business Improvement Areas; establishing a new 12-year Business Improvement Area to be known as the Ballard Improvement Area; levying special assessments upon owners of commercial property, multifamily residential property, and mixed-use property within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Ballard Business Improvement Area that was established by Ordinance 125151 ("2017 BIA"); suspending the issuance of assessments and providing for the continuity of services under the 2017 BIA; providing for the transfer of any remaining funds from the 2017 BIA Account; and ratifying and confirming certain prior acts.**

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

**In Favor:** 4 - Nelson, Juarez, Herbold, Strauss

**Opposed:** None

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

**In Favor:** 8 - Juarez, Herbold, Lewis, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**Absent(NV):** 1 - Morales

5. [CB 120641](#) **AN ORDINANCE relating to Seattle Tourism Improvement Areas; establishing a new 15-year business improvement area to be known as the Seattle Tourism Improvement Area; levying special assessments upon owners of businesses offering transient accommodations with 60 or more rooms within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies; providing for the establishment of a Ratepayers Advisory Board; providing for an implementation agreement with a Program Manager; disestablishing the existing Seattle Tourism Improvement Area that was established by Ordinance 123714 ("2011 STIA") and later modified by Ordinance 126552; suspending the issuance of special assessments and providing for the continuity of services under the 2011 STIA; providing for the transfer of any remaining funds from the 2011 STIA Account; and ratifying and confirming certain prior acts.**

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

**In Favor:** 4 - Nelson, Juarez, Herbold, Strauss

**Opposed:** None

*Councilmember Morales joined the meeting at 5:40 p.m.*

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

6. [Res 32108](#) **A RESOLUTION relating to the City Light Department; documenting compliance with the Public Utility Regulatory Policies Act of 1978, as amended by the Infrastructure Investment and Jobs Act of 2021.**

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

**In Favor:** 4 - Nelson, Juarez, Herbold, Strauss

**Opposed:** None

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**FINANCE AND HOUSING COMMITTEE:**

7. [Res 32109](#) **A RESOLUTION approving the Seattle Housing Authority's use of certain excess revenues from the sale, lease, or other disposition of property in the Yesler Terrace Redevelopment Area for the provision of services that benefit the residents of the community.**

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

**In Favor: 5 - Mosqueda, Herbold, Pedersen, Nelson, Lewis**

**Opposed: None**

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

**In Favor:** 9 - Juarez, Herbold, Lewis, Morales, Mosqueda, Nelson, Pedersen, Sawant, Strauss

**Opposed:** None

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

There were none.

**J. ADOPTION OF OTHER RESOLUTIONS**

There were none.

**K. OTHER BUSINESS**

There was none.

**L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 5:48 p.m.

---

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on September 26, 2023.

---

Debora Juarez, Council President of the City Council

---

Scheereen Dedman, City Clerk

ATT 1 - ACTION 6 OF CB 120645

ATT 1 – ACTION 6 of CB 120645

Amend Section 3 of CB 120645 as follows:

Section 3. A new Section 3.28.141 is added to the Seattle Municipal Code as follows:

**3.28.141 Policies governing arrests for knowing possession of a controlled substance and use of a controlled substance in a public place**

A. The provisions of this Section 3.28.141 apply to enforcement of RCW 69.50.4013(1), (2), (7), and (8) as amended by 2E2SSB 5536 (68th Legislature, 2023 1st Special Session), Section 2.

B. Policy. Consistent with any public health and safety-related Mayor-issued executive orders, the Seattle Police Department (SPD) will adopt policies governing arrests for the crimes described in subsection 3.28.141.A. These new policies will seek to minimize use of force and incorporate de-escalation and crisis intervention that reflect existing SPD policies in those areas. SPD will train its officers on these new policies.

C. Body-worn videos. When officers interact with individuals allegedly committing the crimes described in subsection 3.28.141.A, officers shall comply with SPD policies and procedures for body-worn video cameras and/or other equipment intended to record officer interactions with the public.

D. Probable cause for arrest. An officer must have probable cause for arrest.

E. Arrest: Nothing in this ~~((section))~~ Section 3.28.141 or in any other provisions of this ~~((ordinance))~~ legislation shall mandate an arrest to occur.

F. Diversion. Diversion, treatment, and other alternatives to booking are the preferred approach when enforcing the crimes adopted under this Section 3.28.141 as described in subsection 3.28.141.A.

1. SPD policies adopted under this Section 3.28.141 will contain guidance on diversion.

2. SPD policies will state that diversion and referral to services is the preferred response to the crimes described in subsection 3.28.141.A.

3. A lack of diversion opportunities shall not be a reason for arrest.

4. SPD shall collect data and report to the City Council Public Safety and Human Services Committee or its successor that identifies the racial composition of those:

a. Arrested and diverted to community-based services prior to jail booking or referral for prosecution; and

b. Booked and referred for prosecution.

G. Threat of harm to others. When considering making an arrest, releasing, or diverting an individual, pursuant to subsection 3.28.141.F, officers may determine whether the individual, through their actions and conduct, presents a threat of harm to others. This determination will occur after probable cause has been established. This determination is based on the totality of the circumstances and the officer's training and experience. SPD policy will identify factors to guide officers when assessing the threat of harm presented by the individual. The threat of harm assessment governs officer decisionmaking and is not an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

H. Threat of harm to self

1. If an officer determines there is probable cause to arrest, and the officer's assessment indicates that the individual does not pose a threat of harm to others, the individual only poses a threat of harm to self.



2. An officer may attempt to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest. An officer may arrest at the officer's discretion to avoid additional ~~((self harm))~~ harm to self.

3. An officer will not arrest when the individual only poses a threat of harm to self absent articulable facts and circumstances warranting such action.

4. The threat of harm assessment will govern officer decisionmaking and will not be an element of the crime to be proved during the prosecution of the crimes described in subsection 3.28.141.A and cannot be used as a defense at trial.

I. Officer safety. Nothing in this Section 3.28.141 is intended to compromise the safety or well-being of police officers.

J. An officer's failure to comply with this Section 3.28.141 shall not render an arrest unlawful if the arrest is otherwise supported by probable cause ~~((subsections 3.28.141.G and 3.28.141.H, or any other provisions of this legislation, will not be a basis to exclude or render inadmissible any subsequently obtained evidence))~~.

K. Reporting ~~((Requirements))~~ requirements

1. If an officer determines, based on the totality of circumstances, that an arrest is authorized by this Section 3.28.141, an arrest report shall be completed by the officer that includes, at a minimum, the facts establishing probable cause, an assessment of the threat presented by the individual, and whether, and in what manner, arrest or diversion was considered or utilized.

2. The Office of Inspector General for Public Safety (OIG) (and/or an independent, academically based research organization engaged by OIG) and SPD shall work with the City Attorney's Office, Seattle Municipal Court, the Seattle Fire Department, and any

other relevant departments to obtain the data described in subsections 3.28.141.L.1 through 3.28.141.L.12 by January 1, 2025 and annually on January 1 until 2030.

3. To the extent practicable, SPD officers shall collect and record in the department's record management system (RMS) data each contact with an individual in pursuit of enforcement of the crimes described in subsection 3.28.141.A and the number of attempts to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest as described in subsection 3.28.141.F. If SPD is unable to collect the data described in this subsection 3.28.141.K.3, SPD and OIG shall endeavor to collect such data from service providers.

L. Annual reporting and recommendations. OIG and/or an independent, academically based research organization engaged by ~~((the Office of the Inspector General))~~ OIG shall review implementation of this Section 3.28.141 to determine the impact of subsections 3.28.141.G and 3.28.141.H, including but not limited to the ability of SPD officers to effectively address incidents described in subsection 3.28.141.A and based upon that review, provide recommendations to improve this Section 3.28.141 and related policy. OIG shall also provide recommendations regarding data collection and operationalization of such data collection to improve the City's ability to assess the effectiveness of this ~~((ordinance))~~ legislation. A preliminary report shall be provided to the Council by June 30, 2025. The following data, or an explanation of why the data is unavailable, and written recommendations shall be provided by the OIG to the Council by December 31, 2025, and at least annually by December 31 until 2030:

1. The number of drug overdoses in Seattle on a quarterly basis (including baseline years of 2019 – 2022 and the first three quarters of 2023);

2. The number of shootings in which drugs were present or an individual was under the influence of drugs within Seattle on a quarterly basis (including baseline years of 2019 – 2022 and the first three quarters of 2023);

3. The number of 911 calls about use of controlled substances in a public place on a quarterly basis (including baseline years of 2019 – 2022 and the first three quarters of 2023);

4. The number of documented contacts between police officers, including community service officers, and individuals encountered (~~(in-pursuit-of)~~ during enforcement of the crimes described in subsection 3.28.141.A;

5. The number of attempts by police officers, including community service officers, to contact and coordinate efforts for diversion, outreach, and other alternatives to arrest as described in subsection 3.28.141.F;

6. The number of arrests for the crimes described in subsection 3.28.141.A;

7. The number of individuals transported for booking at jail and of that number: the name of the jail, the number of individuals who are booked into jail, the number of individuals the jail did not accept, the number of individuals transported to a medical facility, and the number of individuals released without booking into jail or being transported to a medical facility;

8. The number of possession and public use cases referred to the City Attorney's Office for prosecution;

9. The number of referred cases dismissed before or during trial, including pre-filing diversion cases;

10. The reasons for dismissal of referred cases;

11 The results of any interviews of SPD personnel with experience in the field implementing this Section 3.28.141 and their suggestions, if any, for improving the law or related policies, including the feasibility of implementing subsection 3.28.141.G and 3.28.141.H; and

12. Any other information deemed by OIG as helpful for the purposes of the review required by this subsection 3.28.141.L or providing written recommendations.

M. Based on officer availability, location, and deployment limitations, SPD shall seek to prioritize use of officers who have received at least 40 hours of crisis intervention team (CIT) training when enforcing the crimes described in subsection 3.28.141.A.

Section 4. Given that there are numerous unscaled community-based care teams in Seattle and that an effective response to complex behavioral health needs requires coordination and division of labor, this ~~((ordinance))~~ legislation establishes a behavioral health alternatives committee. This committee shall advise the Mayor, City Council, the Seattle Police Department (SPD), and ~~((the Civilian Assisted Response and Engagement (CARE) Department))~~ other public safety-related departments on an ongoing basis regarding any need for change in operationalized police protocols, legislation, or other policies. Committee approval shall not be required prior to implementation of SPD policies.

A. Reporting. The behavioral health alternatives committee created in this section shall produce bi-annually a report that identifies for individuals who are referred to diversion through SPD social contact, demographic and other information as recommended by the state's substance abuse and recovery services plan. Data used to produce the report shall be made available to the City for subsequent analysis to include persons who were arrested, booked, or prosecuted for the crimes described in subsection 3.28.141.A of the Seattle Municipal Code.

Section 5. This legislation is enacted as an exercise of the police power of the City of Seattle to protect the public peace, health, safety, and welfare, and its provisions shall be liberally construed to accomplish those purposes. The express purpose of this ~~((code))~~ legislation is to promote the health, safety, and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this ~~((code or ordinance))~~ legislation. The specific intent of this legislation is to provide guidance to police officers enforcing the crimes described in subsection 3.28.141.A. of the Seattle Municipal Code and increase public safety. No provision or term used in this ~~((code))~~ legislation is intended to impose any duty whatsoever on the City, or any of its officers or employees.



## Legislation Text

---

**File #:** CB 120671, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE appropriating money to pay certain claims for the week of September 11, 2023 through September 15, 2023 and ordering the payment thereof; and ratifying and confirming certain prior acts.  
**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. Payment of the sum of \$17,754,959.94 on PeopleSoft 9.2 mechanical warrants numbered 4100733421 - 4100735326 plus manual or cancellation issues for claims, e-payables of \$64,826.85 on PeopleSoft 9.2 9100013719 - 9100013742, and electronic financial transactions (EFT) in the amount of \$62,027,467.19 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. Payment of the sum of \$56,059,696.23 on City General Salary Fund mechanical warrants numbered 51390036 - 51390809 plus manual warrants, agencies warrants, and direct deposits numbered 380001 - 382961 representing Gross Payrolls for payroll ending date September 12, 2023, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council September 21, 2023, is approved consistent with remaining appropriations in the current budget as amended.

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

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

ratified and confirmed.

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

Passed by the City Council the 26th day of September, 2023, and signed by me in open session in authentication of its passage this 26th day of September, 2023.

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

Approved /    returned unsigned /    vetoed this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)



## Legislation Text

---

**File #:** CB 120665, **Version:** 2

---

### CITY OF SEATTLE

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

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

AN ORDINANCE amending Sections 5.24.020 and 5.24.030 of the Seattle Municipal Code (SMC) to adjust the thresholds upon which the City Council is briefed about settlement and claims matters in Executive Session; and amending SMC 5.24.020 to require twice-annual litigation briefings in Executive Session. WHEREAS, the statute regarding payment of judgments, Section 5.24.020 of the Seattle Municipal Code

(SMC), was originally established in 1979 and presently requires that prior to authorizing any litigation settlements over \$500,000, “the City Attorney shall brief the City Council regarding the proposed settlement during executive session called pursuant to RCW 42.30.110”; and

WHEREAS, the threshold for briefings was set at \$500,000 in Ordinance 120521 in 2001 and has not been adjusted since that time; and

WHEREAS, likewise, the threshold for an Executive Session briefing on claims matters as established in SMC 5.24.030 was established in Ordinance 120521 in 2001 at \$100,000 and has not been adjusted since 2001; and

WHEREAS, adjusting the thresholds for inflation would produce values 70 percent above their current levels and retain the original purposes for the Council receiving Executive Session briefings of significant settlement and claims matters; and

WHEREAS, adjusting the thresholds for settlement and claims briefings will retain the Council’s present role in reviewing significant settlement and claims matters while allowing smaller-amount settlements and claims to receive prompt attention and resolution; and

WHEREAS, Resolution 31847 established Policy 12, which became effective on January 1, 2019, and requires



the Director of Finance, the Director of Risk Management, and the City Attorney to provide an annual briefing on individual settlements over \$200,000 to Council in Executive Session; and

WHEREAS, Resolution 31847 maintains Council's ability to receive aggregated data on the City's claims and track trends that inform future policy decisions; and

WHEREAS, just as Council sees benefit from aggregated claims briefings in Executive Session, this ordinance will amend SMC 5.24.020 to require twice-annual Executive Sessions to discuss litigation impacting the laws and regulations of Seattle to bring awareness to larger trends; NOW, THEREFORE,

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

Section 1. Section 5.24.020 of the Seattle Municipal Code, last amended by Ordinance 125492, is amended as follows:

**5.24.020 Payment of judgments**

A. Twice annually, in March and September, the City Attorney shall provide a summary briefing to the City Council in Executive Session on significant litigation that challenges or materially impacts provisions of the Seattle Municipal Code or its implementing rules and regulations.

B. The City Attorney may authorize payment of any settlement arising out of litigation against the City or any judgment against the City. Prior to authorizing settlement of any litigation for an amount over (( \$500,000)) \$1,000,000, the City Attorney shall brief the City Council regarding the proposed settlement during executive session called pursuant to RCW 42.30.110. Prior to authorizing a settlement involving significant financial or policy issues, the City Attorney shall consult with the City Budget Director, the Director of Finance and Administrative Services, and the head of the relevant department. Upon a presentation by the City Attorney to the Director of Finance and Administrative Services of either a copy of a Release and Order of Dismissal or a copy of a judgment against the City, entered in an appropriate court, and having attached thereto a statement in writing, signed by the City Attorney, to the effect that the right of appeal from such judgment has been expressly waived, or that the time for an appeal has expired, the Director of Finance and Administrative

Services shall issue a check upon the Judgment/Claims Fund for the amount of such judgment, and costs if awarded to the claimant by the court. The City Council may periodically review the briefing threshold amount against inflation to determine whether the threshold is appropriate for the purposes of this section.

Section 2. Section 5.24.030 of the Seattle Municipal Code, last amended by Ordinance 123361, is amended as follows:

**5.24.030 Payment of claims**

The Director of Finance and Administrative Services may authorize payment of any claim against the City, including claims brought in the small claims department of the district court pursuant to chapter 12.40 RCW. Prior to authorizing settlement of any claim for an amount over ((~~\$100,000~~)) \$200,000, the Director of Finance and Administrative Services and the City Attorney shall brief the City Council regarding the proposed settlement during executive session called pursuant to RCW 42.30.110. Prior to authorizing a settlement involving significant legal or policy issues, the Director of Finance and Administrative Services shall consult with the City Budget Director, the City Attorney and the head of the relevant department.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

Attachments (if any):

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
LEG	Esther Handy	n/a

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

AN ORDINANCE amending Sections 5.24.020 and 5.24.030 of the Seattle Municipal Code (SMC) to adjust the thresholds upon which the City Council is briefed about settlement and claims matters in Executive Session; and amending SMC 5.24.020 to require twice-annual litigation briefings in Executive Session.

#### **Summary and Background of the Legislation:**

First, this bill creates a requirement that the City Attorney must provide two briefings per year to the City Council in Executive Session regarding the pending litigation that implicates the Seattle Municipal Code and implementing rules and regulations. These macro briefings give the City Council an opportunity to see trends in litigation or examine the policies that are subject to litigation.

Second, this bill modifies the settlement and claims thresholds that trigger a requirement for City Council briefing prior to the resolution of a settlement or claim. In 2001, the threshold for briefings was set at \$500,000 in Ordinance 120521. The amount has not been adjusted since that time. Likewise, the threshold for an Executive Session briefing on claims matters is established in SMC 5.24.030 was established in Ordinance 120521 in 2001 at \$100,000 and has not been adjusted since 2001. Together, the two statutes, SMC 5.24.020 and 5.24.030, establish briefing thresholds which require the City Attorney to brief the City Council on the judgement or settlement of a claim before resolving the matter. Minimally adjusting the thresholds for inflation would produce values 70% above their current levels. This legislation adjusts the thresholds to \$1,000,000 for a settlement of litigation and \$200,000 for settlement of a claim, with the goal to retain the original purposes for the Council receiving Executive Session briefings of significant settlement and claims matters. An adjustment tethered just above current inflation will retain the Council's present role in reviewing significant settlement and claims matters while allowing smaller amount settlements and claims to receive prompt attention and resolution.

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

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

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

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

No

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

No

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.

#### 4. OTHER IMPLICATIONS

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

The City Attorney's Office (LAW) and Finance and Administrative Services

**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?**

Adjusting the briefing thresholds will expedite the resolution and release of lower dollar value claims to claimants, for example property damage claims. To the extent that vulnerable or historically disadvantaged communities experience damage to property and raise a claim with the city but must front-end costs while awaiting a settlement, removing the City Council briefing from the sequence of requirements that must occur prior to payment can reduce the amount of time before a claimant receives relief from their claim. This brings greater equity outcomes to the claimant process.

**f. Climate Change Implications**

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

No.

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

No.

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

N/A



## Legislation Text

---

**File #:** CB 120659, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to the transfer of City real property for housing development; declaring the property located at 6109 Phinney Avenue N (“Property”) surplus to the City’s needs; authorizing transfer of the Phinney Ridge Property to Homestead Community Land Trust or its designee; authorizing the Director of the Office of Housing or the Director’s designee to execute and deliver a contract for transfer of land, deed, and related documents; and ratifying and confirming certain prior acts.

WHEREAS, in Ordinance 125960, The City of Seattle (“City”) declared the Property (described below)

surplus, and transferred jurisdiction of the Property to the Office of Housing for the purpose of

developing permanently affordable home ownership for low-income households at or below 80 percent of the median income; and

WHEREAS, the Office of Housing conducted a competitive process and selected Homestead Community Land

Trust as the developer for permanently affordable homeownership on the Property based upon its plan to develop 19 units of affordable housing at the site; and

WHEREAS, Homestead Community Land Trust has since acquired, at the organization’s expense, an adjacent property to assemble a larger site to create an easier to develop site with additional street frontage; and

WHEREAS, Homestead Community Land Trust has conducted due diligence and pre-development activities, applied for permits, has incurred substantial pre-development expenses and now proposes to develop a multifamily residential development including 30 condominium units, with 19 that will be affordable to households earning less than 80 percent of the area median income; and

WHEREAS, upon transfer of title to the Property, the Office of Housing shall require the transferee to accept the Property “as-is, where-is, with all faults” and to release, indemnify, and hold the City harmless from

any future claims regarding the condition of the Property, including but not limited to any and all claims related to environmental conditions; NOW, THEREFORE,

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

Section 1. The Property is located at 6109 Phinney Avenue N, Seattle, Washington 98117, King County Tax Parcel No. 952310-1290, and is legally described below:

LOTS 7, 8, 9 AND 10, BLOCK 81, SUPPLEMENTAL PLAT OF WOODLAND PARK, ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 19, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 5 FEET OF LOT 7 AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4291156; EXCEPT THE SOUTH 20 FEET OF THE EAST 50 FEET OF LOT 7; AND EXCEPT THE EAST 50 FEET OF LOTS 8 AND 9, ALL CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4306574.

Section 2. The Director of the Office of Housing or the Director's designee ("Director") is authorized to negotiate a property transfer agreement ("Agreement") and any ancillary documents to accomplish the transfer of ownership of the Property to Homestead Community Land Trust ("Homestead CLT"), a Washington nonprofit corporation, or with a designee or assignee of Homestead CLT approved by the Director, on the terms and subject to the conditions authorized in this ordinance. The Director is also authorized to make amendments to the legal description in Section 1 of this ordinance as may be necessary to correct scrivener's errors or to conform the legal description to the precise boundaries of the Property.

Section 3. The Agreement shall reflect the provisions included in the Term Sheet attached to this ordinance as Attachment A, with such revisions and additions as the Director may determine are reasonably necessary to carry out the intent of this ordinance.

Section 4. The improvements to be developed on the Property are to include at least 19 condominium units, to be sold to households with incomes at or below 80 percent of median income at prices deemed to be affordable by the Director. The condominium units, together with any additional improvements to be developed on the Property with the approval of the Director and all necessary regulatory approvals, are referred to in this ordinance as the "Project."

Section 5. The Director is authorized to execute and deliver such additional documents, which may include amendments to the Agreement and related covenants, and to take such other actions as may be necessary or appropriate to implement the intent of this ordinance and development of the Project, and to administer and enforce the Agreement, covenants, and any other such documents that the Director deems appropriate to implement the intent of this ordinance and development of the Project. The authority given to the Director in this ordinance may be delegated to and exercised by the Director's designee.

Section 6. Upon transfer of title to the Property, the Director shall require the transferee to accept the Property "as-is, where-is, with all faults" and to release, indemnify, and hold the City harmless from any future claims regarding the condition of the Property, including but not limited to any and all claims related to environmental conditions.

Section 7. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 8. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_



Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

**Attachments:**

Attachment A - Term Sheet: Transfer of Property from The City of Seattle ("City") to Homestead Community  
Land Trust or Its Designee or Assignee ("Transferee")

## **Attachment 1: Term Sheet**

### **TRANSFER OF PROPERTY FROM THE CITY OF SEATTLE (“City”) TO HOMESTEAD COMMUNITY LAND TRUST OR ITS DESIGNEE OR ASSIGNEE (“Transferee”)**

This term sheet describes the basic terms of the proposed transfer of property between Transferee and City. The Agreement will include the following terms:

1. **Transfer.** Any transfer of the property shall be by Quit Claim Deed.
2. **Consideration.** In consideration for the City transferring the Property to Transferee, Transferee shall agree to construct or cause to be constructed at the Property or adjacent property improvements substantially as described in those plans and specifications submitted by Homestead Community Land Trust to the Office of Housing which improvements shall be a condominium building which includes 19 units to be for sale and affordable to households with incomes at the time of sale of 80% or less of the area median income (AMI), as defined by the City of Seattle’s Office of Housing.
3. **Conditions precedent to the City’s obligation to transfer the property:**
  - a. Transferee shall have obtained approval from the Director of the Office of Housing (Director) of the final plan set and development budget including projected sales prices.
  - b. Transferee shall have obtained permits for the development of the Property consistent with the designs approved by the Office of Housing.
  - c. Transferee shall have provided evidence satisfactory to the Office of Housing that Transferee has secured all necessary construction financing to fund the construction of the Project.
4. **Other conditions.**
  - a. The Agreement may contain other conditions determined by the Director to be necessary to provide the desired outcomes.
  - b. Upon transfer of title to the property, the Office of Housing shall require the transferee to accept the property “as-is, where-is, with all faults” and to release, indemnify, and hold the City harmless from any future claims regarding the condition of the property, including but not limited to any and all claims related to environmental conditions.
  - c. Transferee to convey to the City at least a 50-year covenant preserving the 19 condominium units built on the Property as resale-restricted affordable homes. As such, all home sales shall only be to households with incomes at or below 80% of AMI at affordable prices for a period of no less than 50 years.

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of Housing	Erika Malone	Nick Tucker

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

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to the transfer of City real property for housing development; declaring the property located at 6109 Phinney Avenue N (“Property”) surplus to the City’s needs; authorizing transfer of the Phinney Ridge Property to Homestead Community Land Trust or its designee; authorizing the Director of the Office of Housing or the Director’s designee to execute and deliver a contract for transfer of land, deed, and related documents; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** Supporting the development of affordable homeownership has long been a City strategy to promote social justice, economic stability and opportunity, to address displacement, and to help reverse racial and wealth inequities caused by decades of discriminatory real estate and lending practices. However, affordable homeownership has become increasingly difficult to implement as home prices and construction costs rise. To help address this difficulty, City of Seattle Resolution 31837 prioritizes the use of surplus City property for development of affordable housing.

This legislation authorizes the Office of Housing to make the Property available to Homestead Community Land Trust at no cost, in exchange for the development of 19 permanently affordable homes.

### 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 Office of Housing will loan approximately \$2,050,000 of MHA Funds as a development subsidy for the 19 affordable, resale-restricted homes. City of Seattle will be granted a 50-year affordability covenant by the developer and the Office of Housing will monitor compliance with the 50-year affordability term. These funds have already been awarded as part of the award of land that resulted from the RFP process.

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

Not implementing the legislation will delay construction of 19 affordable homes and negatively impact Homestead Community Land Trust which has spent significant time and financial resources in permitting and due diligence for this project.

#### 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. Maps of the property showing the property and surrounding area is provided as Attachment 1 to this Summary and Fiscal Note.

**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 Request for Proposals (RFP) articulated, in the evaluation criteria, that “the successful proposal will be submitted by an organization(s) that has demonstrated success in reaching traditionally underserved populations, including people of diverse ethnic and cultural background and people with disabilities.”

The chosen developer, Homestead Community Land Trust, has a history of demonstrated success in this regard. They have a very strong track-record of successfully conducting affirmative marketing, affirmatively furthering fair housing and serving households of color. They will conduct affirmative marketing for this project as well.

**f. Climate Change Implications**

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

Creating affordable housing in the City of Seattle, close to public transit, jobs, schools and services reduces the carbon footprint of the residents of that housing by reducing their need to live far away from those amenities in order to find affordable housing. Additionally, the energy usage of these new homes will be significantly less than that used by most of the existing housing stock.

- 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 proposed action is not anticipated to increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way on its own; however, locating affordable housing near transit and services should contribute to Seattle’s overall efforts to reduce transit-related emissions and create a more walkable community. The affordable housing that will result from this legislation will, however, significantly increase the resiliency of the low-income homebuyers who will benefit from homeownership here. These newly constructed homes will be built with highly efficient design and systems to create a comfortable and healthy indoor environment that will use much less energy than a typical home.

- 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)?**

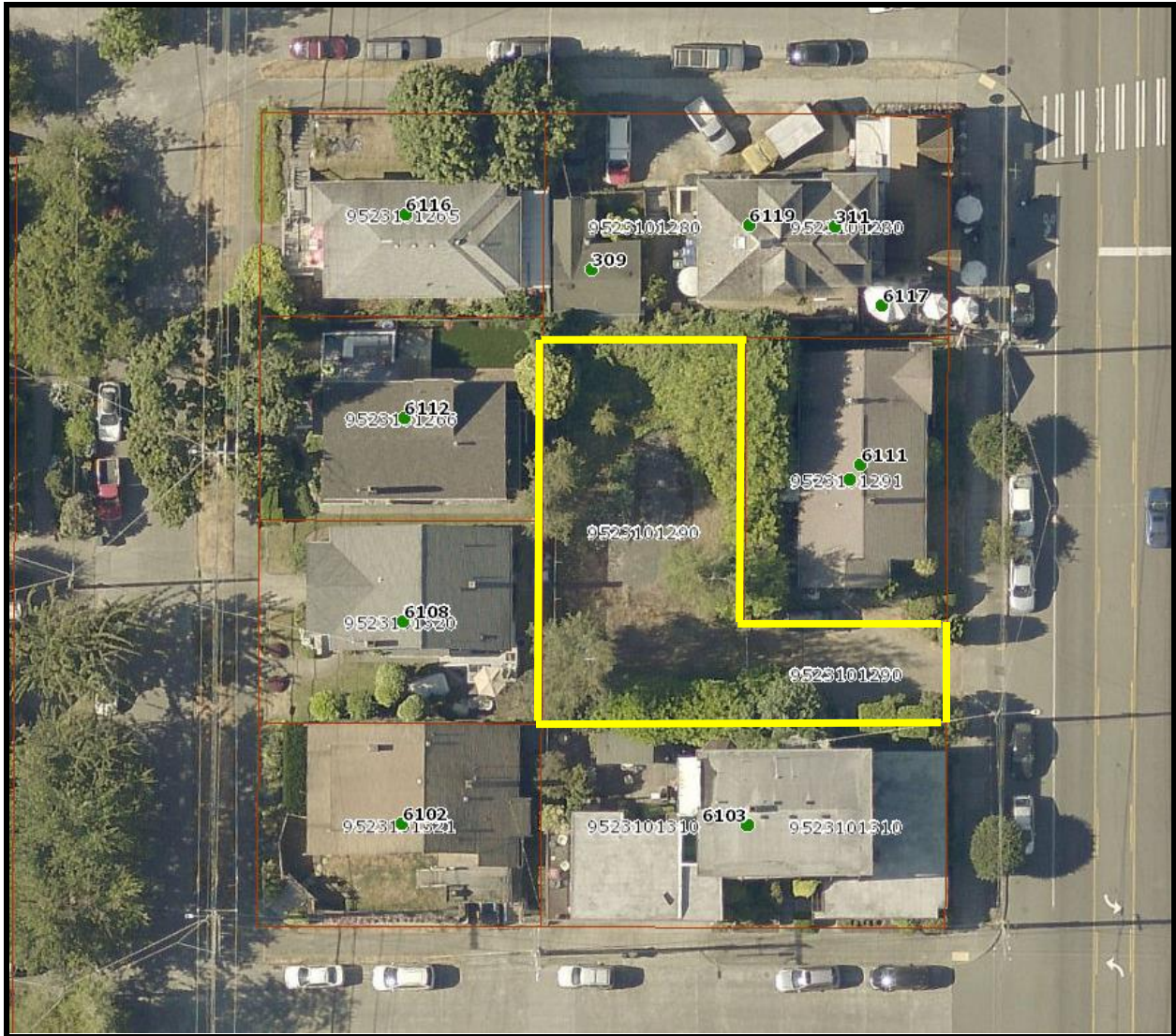
This legislation is a continuation of the Homebuyer Assistance Program as contemplated under the Development Subsidy section and will increase the number of permanently affordable homes in the City of Seattle

**Summary Attachments:**

Summary Attachment 1 - Maps of Property



## Aerial Map



## Topography







## Legislation Text

---

**File #:** CB 120660, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to the transfer of City real property for housing development; transferring properties collectively known as “Sites 5-11” to selected developers or their designees; authorizing the Director of the Office of Housing or the Director’s designee to execute and deliver agreements for transfer of land, deeds, and related documents; and ratifying and confirming certain prior acts.

WHEREAS, in Ordinance 126331, The City of Seattle (“City”) authorized the Director to enter into an

agreement and to accept the transfer of ten sites of real property along Martin Luther King Jr. Way in Southeast Seattle from the Central Puget Sound Regional Transit Authority (“Sound Transit”) for the purpose of developing permanently affordable home ownership for low-income households at or below 80 percent of the area median income; and

WHEREAS, as a condition of the property transfers, Sound Transit recorded covenants that require the

properties be used for housing affordable to households with incomes at or below 80 percent area median income, in accordance with Revised Code of Washington (RCW) 81.112.350; and

WHEREAS, seven of the ten sites accepted from Sound Transit are proposed to be transferred for housing

development to selected developers or their designees as laid out below, including the properties located at 4203 South Kenyon Street and 7908 Martin Luther King Jr. Way South (“Site 5”), 6740 Martin Luther King Jr. Way South (“Site 6”), 3601 Martin Luther King Jr. Way South (“Site 7”), 7860 Martin Luther King Jr. Way South (“Site 8”), 4865 Martin Luther King Jr. Way South and 3112 South Ferdinand Street (“Site 9”), 3201 South Ferdinand Street, a.k.a. 4912 Martin Luther King Jr. Way South (“Site 10”), and 5042 Martin Luther King Jr. Way South (“Site 11”), collectively known as “Sites 5-11”;

and

WHEREAS, the Office of Housing released a Request for Proposals for Sites 8, 10, and 11 on April 22, 2022, conducted a competitive selection process and selected Habitat for Humanity Seattle-King and Kittitas Counties (“Habitat”) as the developer for permanently affordable homeownership on Sites 8, 10, and 11; and

WHEREAS, Habitat proposes to develop seven homes on Sites 8, 10, and 11 to be affordable to households earning less than 80 percent of the area median income; and

WHEREAS, the Office of Housing released a Request for Proposals for Sites 5, 6, 7, and 9 on March 24, 2023, conducted a competitive selection process and selected Habitat in partnership with African Community Housing & Development as the developer for permanently affordable homeownership on Sites 6, 7, and 9, and selected Homestead Community Land Trust as the developer for permanently affordable homeownership on Site 5; and

WHEREAS, Habitat in partnership with African Community Housing & Development proposes to develop 64 homes on Sites 6, 7, and 9 and Homestead Community Land Trust proposes to develop eight homes on Site 5 to be affordable to households earning less than 80 percent of the area median income; and

WHEREAS, upon transfer of title of each of Sites 5-11, the Office of Housing shall require the transferee to accept the Property “as-is, where-is, with all faults” and to release, indemnify, and hold the City harmless from any future claims regarding the condition of the Property, including but not limited to any and all claims related to environmental conditions; NOW, THEREFORE,

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

Section 1. Sites 5-11 are described as follows:

A. Site 5:

4203 South Kenyon Street, Seattle 98118 and 7908 Martin Luther King Jr. Way South, Seattle 98118; Tax Parcels 4006000319-00 and 4006000322-00, legally described as follows:

THE NORTH 56.58 FEET OF THE WEST HALF OF LOT 16 OF LAKE DELL, ACCORDING TO

PLAT RECORDED IN VOLUME 4 OF PLATS AT PAGE(S) 17, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 150 FEET THEREOF;

AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 216919 FOR EMPIRE WAY, PURSUANT TO CITY OF SEATTLE ORDINANCE NO. 55314;

TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET PURPOSES RECORDED UNDER RECORDING NO. 20110526000998, BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN.

AND

THE SOUTH 73 FEET OF THE NORTH 129.58 FEET OF THE WEST HALF OF TRACT 16 OF LAKE DELL, ACCORDING TO PLAT RECORDED IN VOLUME 4 OF PLATS AT PAGE(S) 17, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 150 FEET THEREOF;

AND EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 216599 FOR EMPIRE WAY, AS PROVIDED BY CITY OF SEATTLE ORDINANCE NO. 53314;

TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET PURPOSES RECORDED UNDER RECORDING NO. 20110526000997, BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN.

**B. Site 6:**

6740 Martin Luther King Jr. Way South, Seattle 98118; Tax Parcel Number 3333002640-00, legally described as follows:

THAT PORTION OF LOT 5 IN BLOCK 13 OF HILLMAN CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 6, ACCORDING TO PLAT RECORDED IN VOLUME 11 OF PLATS AT PAGE(S) 23, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF EMPIRE WAY SOUTH, KNOW KNOWN AS MARTIN LUTHER KING WAY;

TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET PURPOSES RECORDED UNDER RECORDING NO. 20101208001109, CORRECTED BY RECORDING NOS. 20210903001208 AND 20210909001079, BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN.

**C. Site 7:**

3601 Martin Luther King Jr. Way South, Seattle, 98144; Tax Parcel Number 1426300125-00

LOTS 3 THROUGH 6; THE NORTH 10 FEET OF LOT 7, THE NORTH 11 FEET OF THE EAST 27 FEET OF LOT 34, AND ALL OF LOTS 35 AND 36 IN BLOCK 2 OF CASCADE VIEW ADDITION

TO THE CITY OF SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE(S) 75, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 75 FEET OF SAID LOT 35;

ALSO EXCEPT THE WEST 3 FEET OF SAID LOT 36;

ALSO EXCEPT THAT PORTION OF SAID LOTS 4 THROUGH 7 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY SOUTH, PURSUANT TO ORDINANCE NO. 30673;

TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET PURPOSES RECORDED UNDER RECORDING NO. 20100217000919, BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ADJOINING, WHICH, UPON VACATION ATTACHES TO SAID PROPERTY BY OPERATION OF LAW.

**D. Site 8:**

7860 Martin Luther King Jr. Way South, Seattle, 98118; Tax Parcel Number 4281400385-00, legally described as follows:

THE SOUTH 11 FEET OF LOTS 1 AND 2 AND LOTS 35 THROUGH 38, INCLUSIVE IN BLOCK 5 OF LESTER ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME 19 OF PLATS AT PAGE(S) 39, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 53 FEET THEREOF;

ALSO EXCEPT THE EAST 15 FEET OF SAID LOT 35;

TOGETHER WITH THAT PORTION DESCRIBED IN THE DEED FOR STREET PURPOSES RECORDED UNDER RECORDING NO. 20110526000999, BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN.

**E. Site 9:**

4865 Martin Luther King Jr. Way South, Seattle 98108 and 3112 South Ferdinand Street, Seattle 98108; Tax Parcel Numbers 1756700110-06 and 1756700120-04, legally described as follows:

ALL OF LOT 25 AND THE NORTH 36 FEET OF LOT 26 OF CORLISS ADDITION TO COLUMBIA, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE(S) 27, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID LOT 26 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY, PURSUANT TO ORDINANCE NO. 30673;

TOGETHER WITH THAT PROPERTY DESCRIBED IN THE DEED FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NO. 20091112002409, BUT RESERVING TO THE CITY

THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN;

AND

LOTS 26 AND 27 OF CORLISS ADDITION TO COLUMBIA, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE(S) 27, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 36 FEET OF LOT 26;

AND EXCEPT THAT PORTION OF SAID LOTS 26 AND 27 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 98096 FOR EMPIRE WAY, PURSUANT TO ORDINANCE NO. 30673;

TOGETHER WITH THAT PROPERTY DESCRIBED IN THE DEED FOR STREET PURPOSES RECORDED UNDER RECORDING NO. 20091112002406, BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN.

F. Site 10:

3201 South Ferdinand Street, Seattle 98108, a.k.a. 4912 Martin Luther King Jr. Way South, Seattle, 98108; Tax Parcel Number 1703400990-00; legally described as follows:

LOTS 1664 AND 1665 IN BLOCK 61 OF COLUMBIA SUPPLEMENTAL NUMBER 1, ACCORDING TO PLAT RECORDED IN VOLUME 8 OF PLATS AT PAGE(S) 12, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR CAUSE NUMBER 98096 FOR STREET PURPOSES AS PROVIDED BY ORDINANCE NUMBER 30673 OF THE CITY OF SEATTLE;

TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET PURPOSES RECORDED UNDER RECORDING NO. 20090720000113, BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN.

G. Site 11:

5042 Martin Luther King Jr. Way South, Seattle 98118; Tax Parcel Number 2660500259-00, legally described as follows:

THAT PORTION OF THE SOUTH 50 FEET OF TRACT 5 OF FRYE'S ADDITION TO COLUMBIA, ACCORDING TO PLAT RECORDED IN VOLUME 9 OF PLATS AT PAGE(S) 87, IN KING COUNTY, WASHINGTON, LYING EAST OF EMPIRE WAY;

EXCEPT THE EAST 88 FEET THEREOF;

TOGETHER WITH THE PROPERTY DESCRIBED IN THE DEED FOR STREET PURPOSES RECORDED UNDER RECORDING NO. 20090720000143, BUT RESERVING TO THE CITY THE STREET AND UTILITIES EASEMENT DESCRIBED THEREIN.

Section 2. The Director of the Office of Housing (“Director”) or the Director’s designee is authorized to negotiate property transfer agreements (“Agreements”) and any ancillary documents to accomplish the transfer of ownership of Sites 5-11, to the selected developers or their designees or assignees, if approved by the Director, on the terms and subject to the conditions authorized in this ordinance. The Director is also authorized to make amendments to the legal descriptions in Section 1 of this ordinance as may be necessary to correct scrivener’s errors or to conform the legal description to the precise boundaries of each property.

Section 3. The Agreements shall reflect the provisions included in the Term Sheet attached to this ordinance as Attachment A, with such revisions and additions as the Director may determine are reasonably necessary to carry out the intent of this ordinance.

Section 4. Improvements to be developed on Sites 5-11 are to include at least the number of residential units as described in the Term Sheet to the extent practicable as determined by the Director, to be sold to households with incomes at or below 80 percent of median income at prices deemed to be affordable by the Director. The homes, together with any additional improvements to be developed on Sites 5-11 with the approval of the Director and all necessary regulatory approvals, are referred to in this ordinance as the “Projects.”

Section 5. The Director is authorized to execute and deliver such additional documents, which may include amendments to the Agreements and related covenants, and to take such other actions, as may be necessary or appropriate to implement the intent of this ordinance and development of the Projects, and to administer and enforce the Agreements, covenants, and any other such documents that the Director deems appropriate to implement the intent of this ordinance and development of the Projects. The authority given to the Director in this ordinance may be delegated to and exercised by the Director’s designee.

Section 6. Upon transfer of title for each of Sites 5-11, the Director shall require the transferee to accept such site “as-is, where-is, with all faults” and to release, indemnify, and hold the City harmless from any future claims regarding the condition of such sites, including but not limited to any and all claims related to

environmental conditions.

Section 7. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 8. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

Attachments:

Attachment A - Term Sheet: Transfer of Sites 5-11 from The City of Seattle (“City”) to Each Selected Developer or Its Designee or Assignee (“Transferee”)



## **Attachment 1: Term Sheet**

### **TRANSFER OF SITES 5–11 FROM THE CITY OF SEATTLE (“City”) TO EACH SELECTED DEVELOPER OR ITS DESIGNEE OR ASSIGNEE (“Transferee”)**

This term sheet describes the basic terms of the proposed transfer of property between Transferee and City. Each Agreement will include the following terms:

1. **Transfer.** Any transfer of the property shall be by Quit Claim Deed.
2. **Consideration.** In consideration for the City transferring a site to Transferee, Transferee shall agree to construct or cause to be constructed within the Property improvements substantially as described in those plans and specifications submitted by the Selected Developer which improvements shall be residential units to be for sale to households with incomes at the time of sale of 80% or less of the area median income (AMI), as defined by the City of Seattle’s Office of Housing.
3. **Conditions precedent to the City’s obligation to transfer the property:**
  - a. Transferee shall have obtained approval from the Director of the Office of Housing (Director) of the final plan set and development budget including projected sales prices.
  - b. Transferee shall have obtained permits for the development of the property consistent with the designs approved by the Office of Housing.
  - c. Transferee shall have provided evidence satisfactory to the Office of Housing that Transferee has secured all necessary construction financing to fund the construction of the project.
4. **Other conditions.**
  - a. The Agreement may contain other conditions determined by the Director to be necessary to provide the desired outcomes.
  - b. Upon transfer of title to the property, the Office of Housing shall require the transferee to accept the property “as-is, where-is, with all faults” and to release, indemnify, and hold the City harmless from any future claims regarding the condition of the property, including but not limited to any and all claims related to environmental conditions.
  - c. Transferee to convey to the City at least a 50-year covenant preserving the units built on the property as resale-restricted affordable homes. As such, all home sales shall only be to households with incomes at or below 80% of AMI at affordable prices for a period of no less than 50 years.
5. **Affordable Units anticipated by Site.** The precise number of units will depend upon permitting and financing requirements but should include at least the number of units below to the extent practicable, as determined by the Director.

	Awardee	Number of Units	Number of Bedrooms				
			1-bdrm	2-bdrm	3-bdrm	4-bdrm	5-bdrm
<b>Site 5</b>	Homestead CLT	8			8		
<b>Site 6</b>	ACHD and Habitat	30	10	20			
<b>Site 7</b>	ACHD and Habitat	31	9	22			
<b>Site 8</b>	Habitat	3					
<b>Site 9</b>	ACHD and Habitat	3				3	
<b>Site 10</b>	Habitat	3					
<b>Site 11</b>	Habitat	1					1
<b>TOTAL</b>		<b>79</b>	<b>19</b>	<b>42</b>	<b>8</b>	<b>3</b>	<b>1</b>

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of Housing	Erika Malone	Nick Tucker

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the transfer of City real property for housing development; transferring properties collectively known as Sites 5–11 to selected developers or their designees; authorizing the Director of the Office of Housing or the Director’s designee to execute and deliver agreements for transfer of land, deeds, and related documents; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** Supporting the development of affordable homeownership has long been a City strategy to promote social justice, economic stability, address displacement risks, and help reverse racial and wealth inequities caused by decades of discriminatory real estate and lending practices. However, affordable homeownership development has become increasingly difficult to implement as home prices and construction costs rise. To help address this difficulty, City of Seattle Resolution 31837 prioritizes the use of surplus City property for development of affordable housing.

Additionally, in May of 2022 the council passed ordinance 126331 authorizing the Director of the Office of Housing to enter into a transfer agreement and to accepting the transfer of 10 sites from the Central Puget Sound Transit Authority (“Sound Transit”) at no cost but in consideration for the purposes of developing affordable homeownership. The transfer agreement with Sound Transit anticipates that at least 100 units of affordable homes will be developed across the 10 sites, and the Office of Housing committed a minimum of \$10 million for affordable homeownership development. This ordinance authorizes the transfer of 7 of those 10 sites in accordance with the Sound Transit transfer agreement.

This legislation authorizes the Director of the Office of Housing, or her designee (Director) to make the Property available to Habitat for Humanity/African Community Housing & Development and Homestead Community Land Trust at no cost, in exchange for the development of permanently affordable homes.

### **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 City allocated no less than \$10 million to fund the development of affordable homeownership as part of the Rainier Valley Affordable Homeownership Initiative. Along with the transfer of property at no cost, OH will award an estimated \$8.44 million in development subsidy to effectuate the construction of permanently affordable homes.

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

Not implementing the legislation at this time will result in delays to development of affordable housing which will likely increase the costs of development and will result in additional holding costs for the land.

#### 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. A map of the properties identifying the properties by site number and surrounding area is provided as Attachment 1 to this Summary and Fiscal Note.

**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?**

High level objectives of the Rainier Valley Affordable Homeownership Initiative of which these awards are a part include the goals to “mitigate displacement of current Rainier Valley residents who are being priced out of this transit-rich area, and encourage opportunities for displaced Rainier Valley residents to return to the area and to conduct affirmative marketing to communities least likely to apply, including Black, Indigenous, and other households of color who historically have been systematically and disproportionately excluded from homeownership opportunities”. Additionally, the various Request for Proposals (RFP) articulated, in the evaluation criteria, that “Competitive proposals will have a strong affirmative marketing component and will consider whether to utilize community-preference to conduct outreach to income-eligible community members who have been displaced or are at risk of displacement from the neighborhood.”

Both selected developers, Habitat for Humanity, and Homestead CLT have a history of demonstrated success in this regard. They each have a very strong track-record of successfully conducting affirmative marketing, affirmatively furthering fair housing and

reducing barriers for households of color. Especially in partnership with African Community Housing & Development and Rainier Beach Action Coalition, respectively, we anticipate strong and successful affirmative outreach.

**f. Climate Change Implications**

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

Creating affordable housing in the City of Seattle, close to public transit, jobs, schools and services creates walkable communities that promotes human health while reducing transportation related emissions of air pollutants and carbon dioxide. Additionally, the energy usage of these new homes will be significantly less than that used by most of the existing housing stock.

**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 proposed action is not anticipated to increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way on its own; however, locating affordable housing near transit and services should contribute to Seattle's overall efforts to reduce transit-related emissions and create a more walkable community. The affordable housing that will result from this legislation will, however, significantly increase the resiliency of the low-income homebuyers who will benefit from homeownership here. These newly constructed homes will be built with highly efficient design and systems to create a comfortable and healthy indoor environment that will use much less energy than a typical home.

**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 is needed to fulfill the goals of the Rainier Valley Affordable Homeownership Initiative. These sites will accommodate 79 of the required 100 homes as spelled out in the transfer agreement governing the transfer of these properties from Sound Transit to OH.

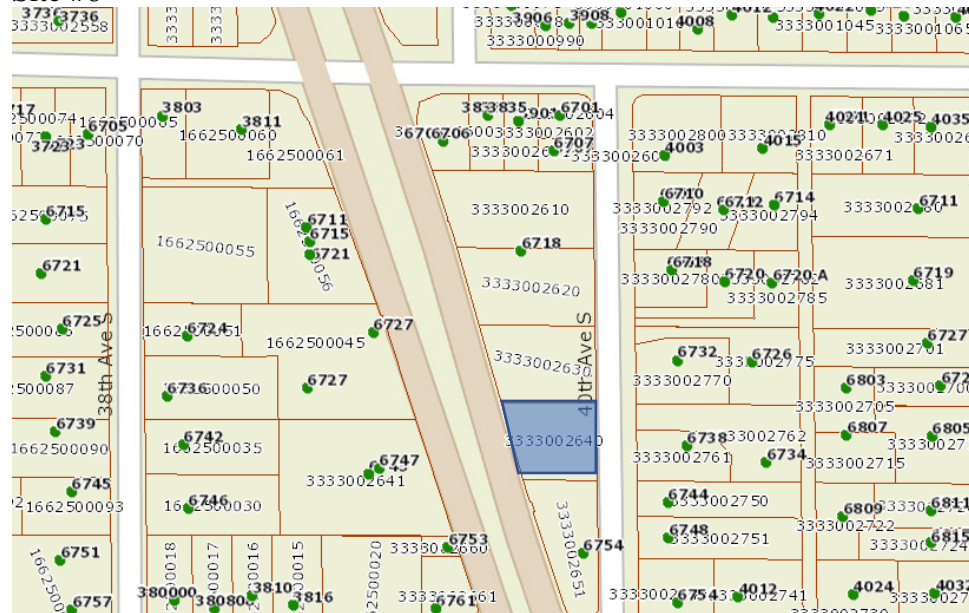
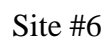
**Summary Attachments:**

Summary Attachment 1 - Maps of Property

## Maps of Properties

Property overview (all RVAHI sites included)





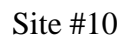
## Site #7



### Site #8







## Site #11





## Legislation Text

---

**File #:** CB 120622, **Version:** 2

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to vacant building monitoring and nuisance abatement; amending Sections 22.204.030 and 22.206.200 of the Seattle Municipal Code.

WHEREAS, between 2017 and 2019 the City reviewed and modified its vacant building monitoring program to

help prevent neighborhood blight, nuisance, and public safety hazards; and

WHEREAS, the modified program requires monthly monitoring of vacant buildings and charges fees for

monitoring and any required closure and cleanup service; and

WHEREAS, the vacant building monitoring program is designed to be self-supporting, based on fee collection;

and

WHEREAS, monthly monitoring helps keep sites closed to entry from unauthorized persons and helps keep the

premises clear of junk and garbage; and

WHEREAS, follow-up visits and further action after closing and clearing vacant buildings are frequently

needed; and

WHEREAS, vacant buildings that are occupied by trespassers or that have had fires can be dangerous to entry

for firefighters and other public safety officers; and

WHEREAS, complaints about vacant buildings that are open to entry, marred by graffiti, or subject to illegal

dumping of trash and junk remain high, at over 700 per year; NOW, THEREFORE,

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

Section 1. Section 22.204.030 of the Seattle Municipal Code, enacted by Ordinance 113545, is amended

as follows:

**22.204.030 “B”**

\* \* \*

I. Building, Vacated. “Vacated building” means a building that is unoccupied and is not used as a legal place of residence or business. At the discretion of the Director, a portion of a vacated building may be occupied if the occupied portion meets the standards for habitable buildings specified in this Code and the vacated and closed portion complies with the standards for vacant buildings in Section 22.206.200.

Section 2. Section 22.206.200 of the Seattle Municipal Code, last amended by Ordinance 125811, is amended as follows:

**22.206.200 Minimum standards for vacant buildings**

A. Maintenance standards. Every vacant building shall conform to the standards of Sections 22.206.060 and 22.206.070 and subsections 22.206.080.A, 22.206.080.B, 22.206.080.C, 22.206.080.G, 22.206.080.H, (( and)) 22.206.080.I, ((§)) 22.206.130.I, ((§)) 22.206.160.A.1, 22.206.160.A.3, 22.206.160.A.4, 22.206.160.A.5, 22.206.160.A.6, and 22.206.160.A.8, except when different standards are imposed by this Section 22.206.200.

1. Sanitary facilities

a. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system shall be installed in accordance with applicable codes and be maintained in sound condition and good repair.

b. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system, not installed or maintained in compliance with applicable codes, shall be removed and the service terminated in the manner prescribed by applicable codes.

c. Plumbing fixtures not connected to an approved water system, an approved sewage system, or an approved natural gas utility system shall either be connected to an approved system or the fixtures shall be removed and the pipes capped in accordance with applicable codes.

2. Electrical systems. Electrical service lines, wiring, outlets, or fixtures not installed or maintained in accordance with applicable codes shall be repaired, or they shall be removed and the services terminated in accordance with applicable codes.

3. Safety from fire

a. No vacant building or premises or portion thereof shall be used for the storage of flammable liquids or other materials that constitute a safety or fire hazard.

b. Heating facilities or heating equipment in vacant buildings shall be removed, rendered inoperable, or maintained in accordance with applicable codes. Any fuel supply shall be removed or terminated in accordance with applicable codes.

4. All vacant buildings and their accessory structures shall meet the following standards:

a. All windows shall have intact glazing or one of the following:

1) plywood of at least  $((\frac{1}{2}))$   $\frac{3}{4}$ -inch thickness, painted or treated to protect it from the elements, cut to fit the opening, and securely glued and fastened with square- or star-headed woodscrews spaced not more than 9 inches on center;

2) impact resistant clear polycarbonate sheets;

3) commercial-quality steel security panels; or

4) other materials approved by the Director as appropriate for preventing entry by unauthorized persons.

b. Doors and service openings with thresholds located 10 feet or less above grade, or stairways, landings, ramps, porches, roofs, or similarly accessible areas shall provide resistance to entry equivalent to or greater than that of a closed ~~((single-panel or hollow))~~ solid core door  $1\frac{3}{8}$  inches thick equipped with a  $((\frac{1}{2}))$  1-inch throw deadbolt. Exterior doors, if openable, may be closed from the interior of the building by toe nailing them to the door frame using 10D or 16D galvanized nails.

c. There shall be at least one operable door into each building and into each housing unit.

If an existing door is operable, it may be used and secured with a suitable lock such as a hasp and padlock or a ((1/2)) 1-inch deadbolt or deadlatch. All locks shall be kept locked. When a door cannot be made operable, a door shall be constructed of 3/4-inch CDX plywood or other comparable material approved by the Director and equipped with a lock as described above.

d. All debris, combustible materials including vegetation overgrowth, litter and garbage, junk, waste, used or salvageable materials, and inoperable vehicles and vehicle parts ((7)) shall be removed from vacant buildings, their accessory structures, and the premises including but not limited to adjoining yard areas. The building and premises shall be maintained free from such items. The premises also shall be free from parked vehicles.

e. The vacant buildings, their accessory structures, and the premises shall be kept free of graffiti. For the purposes of this section “graffiti” shall have the same definition as in subsection 10.07.010.C.

((e)) f. The Director may impose additional requirements for the closure of a vacant building, including but not limited to installation of ((3/4-inch plywood)) polycarbonate sheet, brick, or metal coverings over exterior openings, when the standards specified in subsections 22.206.200.A.4.a through 22.206.200.A.4.d above are inadequate to secure the building:

- 1) Due to the design of the structure;
- 2) When the structure has been subject to two or more unauthorized entries after closure pursuant to the standards specified above; or
- 3) When the Director determines, in consultation with the Seattle Police Department and the Seattle Fire Department, that the structure may present a substantial risk to the health or safety of the public, or to police or fire personnel if closed to the standards of subsections 22.206.200.A.4.a through 22.206.200.A.4.d above.

5. If a building component of a vacant building or a structure accessory to a vacant building does not meet the standards of Section 22.206.060, the component or a portion thereof may be removed in

accordance with applicable codes, provided the Director determines that the removal does not create a hazardous condition.

6. Interior floor, wall, and ceiling coverings in vacant structures need not be intact so long as the Director determines they do not present a hazard. If a hole in a floor presents a hazard, the hole shall be covered with 3/4-inch plywood, or a material of equivalent strength, cut to overlap the hole on all sides by at least 6 inches. If a hole in a wall presents a hazard, the hole shall be covered with 1/2-inch Type X gypsum, or a material of equivalent strength, cut to overlap the hole on all sides by at least 6 inches. Covers for both floor and wall holes shall be securely attached.

\* \* \*

#### F. Inspection and monitoring of vacant buildings

1. When the Director has reason to believe that a building is vacant, the Director may inspect the building and the premises. If the Director identifies a violation of the minimum standards for vacant buildings, a notice of violation may be issued pursuant to Section 22.206.220. Thereafter the premises shall be inspected monthly to determine whether the building and its accessory structures are vacant, ~~((and))~~ closed to entry, and in conformance with the maintenance standards of this Code.

2. The Director shall inspect and monitor, monthly, vacant buildings and any structures accessory thereto:

a. When a notice of violation has been issued for violating this Section 22.206.200; ~~((and the violation is not fully remedied by the compliance date established in the notice of violation, or the violation is fully remedied by the compliance date but a subsequent violation of this Section 22.206.200 is documented within 365 days from the date the first notice of violations was issued and is communicated to the building owner in writing;))~~

b. That are located on a lot for which there is a Master Use Permit or Building Permit application for new development; or

c. That are ~~((included on a list, maintained))~~ referred to the Director by the Seattle Fire Department or the Seattle Police Department ~~((, of vacant buildings that have generated calls for dispatch))~~ after generating a call for dispatch.

3. Monthly inspections and monitoring shall cease at the earliest of the following:

a. When the building is repaired pursuant to the requirements of this Code and reoccupied;

b. When the building meets the maintenance requirements of this Code for three consecutive inspections without violation; or

c. When the building and any accessory structures have been demolished.

4. A building or structure accessory thereto that remains vacant and open to entry after the closure date in a Director's order or notice of violation is found and declared to be a public nuisance. The Director is hereby authorized to summarily ~~((close))~~ abate the public nuisance by closing the building to unauthorized entry. The costs of ~~((closure))~~ abatement shall be collected from the owner in ~~((the))~~ any manner provided by law, including through a special assessment under RCW 35.21.955 against the property filed as a lien with the King County Recorder.

5. A premises that contains a vacant building or accessory structure that fails to comply with subsection 22.206.200.A.4 after the compliance date in a Director's order or notice of violation is found and declared to be a public nuisance. The Director is hereby authorized to summarily abate the public nuisance by removing all debris, combustible materials including vegetation overgrowth, litter and garbage, junk, waste, used or salvageable materials, and inoperable vehicles and vehicle parts ~~((;))~~ from the vacant building, accessory structures, and the premises including but not limited to adjoining yard areas. The costs of abatement shall be collected from the owner in ~~((the))~~ any manner provided by law, including through a special assessment under RCW 35.21.955 against the property filed as a lien with the King County Recorder.

6. Monthly inspection and monitoring charges shall be assessed and collected as a fee under the



Permit Fee Ordinance (Chapters 22.900A through ~~((22.900G))~~ 22.900H). These fees shall be a cost of abatement and shall be collected from the owner in any manner provided by law, including through a special assessment under RCW 35.21.955 against the property filed as a lien with the King County Recorder.

7. The property owner and any identifiable mortgage holder shall be notified in the manner required by RCW 35.21.955 prior to the filing of a lien that the costs of abatement and associated fees may be assessed against the property as authorized by RCW 35.21.955.

Section 3. The Council requests that the Seattle Department of Construction and Inspections (SDCI) and the City Attorney's Office (CAO) brief the Public Safety and Human Services Committee by December 12, 2023, on an action plan and any implementation steps by SDCI, the CAO, the Seattle Police Department, and the Seattle Fire Department to address problems associated with those vacant properties identified by the Executive as being the most hazardous. The Council further requests that the briefing identify, to the extent they are known, any gaps in legal authority to address hazards associated with unsecured vacant buildings. As part of the 2024 Budget, the Council intends to consider operational constraints and opportunities to formalize an ongoing interdepartmental team to address ongoing violations of the City's Vacant Building Monitoring Program.

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 \_\_\_\_\_, 2023, and signed by  
me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
SDCI	Quinn Majeski	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 relating to vacant building monitoring and nuisance abatement; amending Sections 22.204.030 and 22.206.200 of the Seattle Municipal Code.

#### **Summary and Background of the Legislation:**

The legislation amends the standards for maintenance and monitoring of vacant buildings in the Housing and Building Maintenance Code (HBMC). The legislation is intended to respond to an increase in the public nuisance and health and safety risks associated with vacant structures by raising standards and improving the effectiveness of vacant building monitoring.

The legislation strengthens minimum standards for materials used to secure vacant buildings from entry and requires vacant buildings to be kept free of graffiti. It also requires any building that receives a notice of violation to enter the vacant building monitoring program, rather than only those buildings which fail to correct a notice of violation by the compliance deadline. The legislation removes the requirement for police and fire to maintain a registry of properties that have generated calls for dispatch in order to refer them to SDCI for vacant building monitoring. The legislation provides SDCI with the authority to file a property lien to collect unpaid fees and charges assessed under the vacant building monitoring program. The bill also clarifies the definition of “vacated building”.

### **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?**

SDCI has identified several potential but indeterminate cost and revenue impacts from adopting this legislation. Requiring any building that receives a notice of violation to enter the vacant building monitoring program is likely to result in an increase in the number of properties being enrolled in monitoring. Increased material standards and new graffiti requirements aim to reduce unlawful entries and targeting, which would reduce the number of buildings in the monitoring program. However, it may also result in additional properties failing to pass inspections, resulting in additional months on monitoring.

A net increase in the number of properties enrolled in monitoring and/or the number of months enrolled in monitoring would increase the total fee revenue associated with the program. While not anticipated, if the volume exceeds the capacity of SDCI's existing team of inspectors, there would be additional labor costs to adequately staff the program.

The ability to file a property lien for unpaid charges and fees is intended to reduce delinquency and nonpayment related to the monitoring program, which would also result in additional revenue.

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

The vacant building monitoring program is currently operating at a deficit. Reducing delinquency and nonpayment of fees using lien authority is an important component in improving the overall financial sustainability of the program. A fee increase may also need to be considered.

**3.a. Appropriations**

     This legislation adds, changes, or deletes appropriations.

**3.b. Revenues/Reimbursements**

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

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

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
			TBD	TBD
<b>TOTAL</b>			<b>TBD</b>	<b>TBD</b>

**Revenue/Reimbursement Notes:**

As outlined above, SDCI expects that the authority to file property liens would likely add an indeterminate amount of revenue. The authority to file a property lien directly without having to secure a court order offers a more effective and expeditious route for collecting unpaid fees and abatement costs. While the maximum amount that can be collected as part of a tax lien is \$2,000, that often represents a sizeable portion of unpaid fees. Imposing or threatening to impose a lien may also result in greater voluntary compliance and full payment. While there are too many variables to make a confident estimate, it is likely that this policy change would result in additional revenue.

### 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?

While the legislation concerns the maintenance and security of vacant buildings, it does not affect a specific piece of property.

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

The legislation is intended to improve vacant building safety and security through changes to the vacant building monitoring program. Vacant buildings are typically distributed throughout the city but can become concentrated in areas undergoing redevelopment or areas with buildings in foreclosure. Property owners have an obligation to maintain vacant buildings.

The legislation could result in additional cost to the owners of vacant buildings if they fail to properly secure their property to the new standards proposed. Higher costs would have a greater impact on lower-income property owners, which can include members of historically disadvantaged communities. However, 74 percent of vacant building cases are properties that are going through redevelopment, which generally do not constitute lower-income property owners.

- 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.

This legislation does not impact climate change resiliency.

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

This legislation does not include a new initiative or major programmatic expansion.



## Legislation Text

---

**File #:** CB 120631, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to land use and zoning; amending subsection 23.49.011.B of the Seattle Municipal Code to increase flexibility for lodging uses in the DMR/R 95/65 zone.

WHEREAS, greater Downtown Seattle has experienced significantly increased vacancy rates for commercial office and retail uses since the COVID-19 pandemic; and

WHEREAS, The City of Seattle holds it as a high priority to support economic recovery for Downtown neighborhoods; and

WHEREAS, City departments are engaging in planning processes for long-term solutions to increase Downtown activity and vitality, which may include programmatic strategies and capital investments; and

WHEREAS, in addition to long-term strategies, a variety of immediate actions are sought to increase Downtown activation and vitality in the short term; and

WHEREAS, one segment of the Downtown economy that has remained relatively strong at present is lodging; and

WHEREAS, hotel visitors customarily patronize local businesses including restaurants, cultural and entertainment establishments, and other services; and

WHEREAS, hotel uses commonly include vibrant and active storefronts with uses such as gathering places, artistic displays, and restaurants or bars; and

WHEREAS, members of Belltown community organizations approached the Office of Planning and

Community Development with a concept to increase zoning flexibility for lodging uses as a means to spur investment and increase street activation; and

WHEREAS, addition of one or more new hotels within a focused geographic area of the Belltown neighborhood would be generally consistent with the City's Comprehensive Plan and the existing mix of land uses in the broader vicinity; and

WHEREAS, the proposed legislation includes protections against conversions of existing buildings to lodging uses; and

WHEREAS, Mayor Bruce Harrell has convened stakeholders for input and is formulating a suite of actions to support Downtown as part of a Downtown Activation Plan, including this proposed Land Use Code text amendment; NOW, THEREFORE,

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

Section 1. Subsection 23.49.011.B of the Seattle Municipal Code, which section was last amended by Ordinance 126157, is amended as follows:

**23.49.011 Floor area ratio**

\* \* \*

**B. Exemptions and deductions from FAR calculations**

1. The following are not included in chargeable floor area, except as specified below in this Section 23.49.011:

a. Uses listed in subsection 23.49.009.A in a DRC zone and in the FAR Exemption Area identified on Map 1J of Chapter 23.49 up to a maximum FAR of 2 for all such uses combined, provided that for uses in the FAR Exemption Area that are not in the DRC zone the uses are located no higher than the story above street level;

b. Street-level uses meeting the requirements of Section 23.49.009, Street-level use requirements, whether or not street-level use is required pursuant to Map 1G of Chapter 23.49, if the uses and



structure also satisfy the following standards:

1) The street level of the structure containing the exempt space has a minimum floor-to-floor height of 13 feet, except that in the DMC 170 zone the street level of the structure containing the exempt space has a minimum floor-to-floor height of 18 feet;

2) The exempt space extends a minimum depth of 15 feet from the street-level, street-facing facade;

3) Overhead weather protection is provided satisfying Section 23.49.018; and

4) A mezzanine within a street-level use is not included in chargeable floor area, if the mezzanine does not interrupt the floor-to-floor heights for the minimum depth stated in subsection 23.49.011.B.1.b.2. Stairs leading to the mezzanine are similarly not included in chargeable floor area;

c. Shopping atria in the DRC zone and adjacent areas shown on Map 1J of Chapter 23.49, provided that:

1) The minimum area of the shopping atria is 4,000 square feet;

2) The eligibility conditions of the Downtown Amenity Standards are met; and

3) The maximum area eligible for a floor area exemption is 20,000 square feet;

d. Child care centers;

e. Human service use;

f. Residential use, except in the PMM zone, and provided that allowable residential floor area is limited on lots from which TDP is transferred in accordance with Chapter 23.58A;

g. Live-work units, except in the PMM zone;

h. Museums, provided that the eligibility conditions of the Downtown Amenity Standards are met;

i. The floor area identified as expansion space for a museum, if such expansion space satisfies the following:

1) The floor area to contain the museum expansion space is owned by the museum or a museum development authority; and

2) The museum expansion space will be occupied by a museum, existing as of October 31, 2002, on a Downtown zoned lot; and

3) The museum expansion space is physically designed in conformance with the Seattle Building Code standards for museum use either at the time of original configuration or at such time as museum expansion is proposed;

j. Performing arts theaters;

k. Floor area below grade;

l. Floor area that is used only for:

1) Short-term parking or parking accessory to residential uses, or both, subject to a limit on floor area used wholly or in part as parking accessory to residential uses of one parking space for each dwelling unit on the lot with the residential use served by the parking; or

2) Parking accessory to hotel use in the DMC 170 zone, subject to a limit of one parking space for every four hotel rooms on the lot, and provided that the exempt parking floor area is on the same lot as the hotel use served by the parking;

m. Floor area of a public benefit feature that would be eligible for a bonus on the lot where the feature is located, other than a Landmark structure eligible pursuant to subsection ((~~23.49.011.A.2.k~~)) 23.49.011.A.2.j or a small structure eligible pursuant to subsection ((~~23.49.011.A.2.i~~)) 23.49.011.A.2.k. The exemption applies regardless of whether a floor area bonus is obtained, and regardless of limits on the maximum area eligible for a bonus;

n. Public restrooms;

o. Major retail stores in the DRC zone and adjacent areas shown on Map 1J of Chapter 23.49, provided that:

1) The minimum lot area for a major retail store development is 20,000 square feet;

2) The minimum area of the major retail store is 80,000 square feet;

3) The eligibility conditions of the Downtown Amenity Standards are met;

4) The maximum area eligible for a floor area exemption is 200,000 square feet;

and

5) The floor area exemption applies to storage areas, store offices, and other support spaces necessary for the store's operation;

p. Shower facilities for bicycle commuters;

q. Floor area, excluding floor area otherwise exempt, up to a maximum of 25,000 square feet on any lot, within one or more Landmark structures for which a floor area bonus has been granted pursuant to subsection ((23.49.011.A.2.k)) 23.49.011.A.2.j, or within one or more small structures for which a floor area bonus has been granted pursuant to subsection ((23.49.011.A.2.i)) 23.49.011.A.2.k, or within any combination of such Landmark structures and such small structures, in each case only to the extent that the floor area satisfies the following criteria as determined by the Director:

1) The floor area is interior space of historic or architectural interest designed to accommodate the original function of the structure, and maintaining the integrity of this space prevents it from being fully utilized as commercial floor area;

2) The floor area is occupied by such uses as public assembly or performance space, human services, or indoor public amenities, including atrium or lobby area available for passive indoor recreation use or for the display of art or other objects of scientific, social, historic, cultural, educational, or aesthetic interest; and

3) The floor area is open and accessible to the public without charge, on reasonable terms and conditions consistent with the nature of the space, during normal operating hours of the

building;

r. Up to 40,000 square feet of a streetcar maintenance base;

s. Up to 25,000 square feet of a community center in a DMR/C zone within South

Downtown that is open to the general public for a minimum of six hours per day, five days per week, 42 weeks per year;

t. In the DMC 170 zone, hotel use that separates parking from the street lot line on stories above the first story of a structure, up to a maximum total floor area equivalent to 1 FAR, provided that the depth of the separation between the parking and the street-facing facade is a minimum of 15 feet;

u. In the DMC 170 zone, on lots abutting Alaskan Way, the floor area in a partially above-grade story, provided that:

1) The height of the above-grade portion of the partially above-grade story does not exceed 4 feet, measured from existing grade at the midpoint of the Alaskan Way street lot line;

2) All portions of the structure above the partially above-grade story are set back a minimum of 16 feet from the Alaskan Way lot line, except that horizontal projections, including balconies with open railings, eaves, cornices, and gutters, may extend a maximum of 4 feet into the setback area;

3) The roof of the portion of the partially above-grade story in the setback area is accessible to abutting required street-level uses in the structure and provides open space or space for activities related to abutting required street-level uses, such as outdoor dining;

4) Pedestrian access is provided from an abutting street to the roof of the portion of the partially above-grade story in the setback area; and

5) Up to 50 percent of the roof of the portion of the partially above-grade story in the setback area may be enclosed to provide weather protection, provided that the height of any feature or structure enclosing the space shall not exceed 20 feet, measured from the roof of the partially above-grade story;

v. Up to a maximum of 50,000 square feet of the floor area occupied by a City facility, including but not limited to fire stations and police precincts, but not a City facility predominantly occupied by office use;

w. Parking uses if:

- 1) The parking use sought to be exempted was legally established as of February 8, 2015;
- 2) The parking is in a structure that existed on January 1, 1980;
- 3) The structure is located west of Third Avenue in a DMC zone;
- 4) A minimum of 50 percent of the parking spaces will be available to the general public as short-term parking;
- 5) The existing structure and any proposed additions meet or are modified to meet the street-level use requirements of Section 23.49.009;
- 6) The existing structure and any proposed additions are subject to administrative design review regardless of whether administrative design review is required pursuant to Chapter 23.41; and
- 7) Any addition of non-exempt floor area to the existing structure is developed to LEED Gold standards; and

x. Floor area for an elementary school or a secondary school, except on lots zoned DRC, which may include minimum space requirements for associated uses including but not limited to academic core functions, child care, administrative offices, a library, maintenance facilities, food service, interior recreation, and specialty instruction space, provided that:

- 1) Prior to issuance of a Master Use Permit, the applicant shall submit a letter to the Director from the operator of the school indicating that, based on the Master Use Permit plans, the operator has determined that the development could meet the operator's specifications; and
- 2) Prior to issuance of a building permit, the applicant shall submit a written

certification by the operator to the Director that the operator's specifications have been met.

y. The floor area of required bicycle parking for small efficiency dwelling units or congregate residence sleeping rooms, if the bicycle parking is located within the structure containing the small efficiency dwelling units or congregate residence sleeping rooms. Floor area of bicycle parking that is provided beyond the required bicycle parking is not exempt from FAR limits.

z. In the DMR/R 95/65 zone, lodging uses. This exemption from FAR limits does not apply to lodging uses created by converting residential uses to lodging uses in existing structures.

## 2. Mechanical equipment

a. As an allowance for mechanical equipment fully contained within a structure, three and one-half percent shall be deducted in computing chargeable gross floor area. Calculation of the allowance excludes gross floor area exempt pursuant to subsection 23.49.011.B.1.

b. Mechanical equipment located on the roof of a structure shall not be calculated as part of the total gross floor area of the structure.

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 \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of Planning & Community Development (OPCD)	Geoff Wentlandt	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 relating to land use and zoning; amending subsection 23.49.011.B of the Seattle Municipal Code to increase flexibility for lodging uses in the DMR/R 95/65 zone.

#### **Summary and Background of the Legislation:**

This legislation increases the flexibility for lodging uses in one zone within the Belltown neighborhood. This action exempts lodging use from chargeable floor area in the DMR/R 95/65 zone, treating lodging uses the same way that residential uses are regulated in the zone. (Residential uses are already exempt from chargeable floor area limits.) All other standards controlling height, bulk and scale of development in the zone remain unchanged. This item is a text amendment only and no changes to zoning maps are required. The legislation is an element of Mayor Harrell's Downtown Activation Plan.

### **2. 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 has minor short-term impacts on SDCI, because SDCI permit review staff would need to be made aware of the land use code text change in a training or e-mail communication. One-time costs for IT will also be necessary. However, these costs can be absorbed within the existing budget.

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

No.

### **3. OTHER IMPLICATIONS**

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

This legislation affects Seattle Department of Construction & Inspections (SDCI) in a small way as SDCI staff will need to be made aware of the code amendment for the purposes of permit review. This is not expected to result in a meaningful fiscal impact for SDCI. One-time IT costs of \$20,000 for both the Belltown lodging legislation and the Downtown retail core legislation combined can be absorbed within SDCI's existing budget.



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

Yes

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

Yes. OPCD published a SEPA determination of non-significance (DNS) on June 22<sup>nd</sup> in the DJC and the City's Land Use Information Bulletin. No SEPA appeals were received.

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

This legislation applies to all properties in the DMR/R 95/65 zone.

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

This legislation does not impact vulnerable or historically disadvantaged communities.

**f. Climate Change Implications**

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

No. This is a project action. Emissions will be considered as part of the environmental review of any future developments in the zone

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

This proposal will not decrease resiliency in a material way.

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

No.



## Legislation Text

---

**File #:** CB 120629, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to King County Conservation Futures Levy proceeds; authorizing the Mayor to enter into Amendment 1 to the Interlocal Cooperation Agreement between the King County and the City of Seattle for Conservation Futures-Funded Open Space Acquisition Projects; and authorizing the deposit of 2021, 2022 and 2023 allocations from King County Conservation Futures Levy proceeds into The City of Seattle's Park and Recreation Fund.

WHEREAS, King County Conservation Futures Levy (CFL) funds are collected throughout King County as a dedicated portion of property taxes for the acquisition of open space and natural resource lands; and

WHEREAS, in 1990, City Ordinance 114978 authorized the CFL Interlocal Cooperation Agreement ("CFL Interlocal") with King County to govern the receipt and use of CFL proceeds, and to define the special projects ("Projects") approved by King County for acquisition using CFL proceeds; and

WHEREAS, each year the City and King County amended the CFL Interlocal to add Projects and to provide for additional allocations of CFL proceeds; and

WHEREAS, on November 13, 2018, the King County Council passed Ordinance 18827, which authorizes the King County Executive to execute a new CFL Interlocal; and

WHEREAS, on November 22, 2021, the City Council passed Ordinance 126477, which authorizes the new Conservation Futures Interlocal Agreement ("Interlocal"), to which was attached the Amendment to the Conservation Futures Interlocal Cooperation Agreement Between King County and the City of Seattle for Open Space Acquisition Projects ("Amendment"); and

WHEREAS, on November 23, 2021 the King County Council passed Ordinance 19364, which reallocated \$1,000,000 in 2021 Conservation Futures Levy proceeds to the City of Seattle for the Longfellow Creek

Addition, Thornton Creek: North Branch, Turner-Koepf House & Garden projects; and

WHEREAS, on November 23, 2021 the King County Council passed Ordinance 19364, which appropriated a total of \$ 7,000,000 in 2022 Conservation Futures Levy proceeds to The City of Seattle for the Duwamish River Shoreline Acq: Unity Electric, East Duwamish Greenbelt: Brick Pits, North Rainier Park Charlestown Addition, and North Rainier Town Center Park projects, and

WHEREAS, on August 16, 2022 the King County Council passed Ordinance 19479, which reallocated \$900,000 in 2022 Conservation Futures Levy proceeds to the City of Seattle for the Longfellow Creek Addition and North Rainier Park Charlestown Addition projects; and

WHEREAS, on November 15, 2022 the King County Council passed Ordinance 19546 which appropriated a total of \$3,125,000 in 2023 Conservation Futures Levy proceeds to The City of Seattle for the Bitter Lake Park Addition, Cheasty Greenspace-Mt. Baker, Taylor Creek Headwaters, and Willow Creek Natural Area projects; NOW, THEREFORE,

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

Section 1. The Mayor or designee is authorized to execute Amendment 1 to the Interlocal Cooperation Agreement between the King County and the City of Seattle for Conservation Futures-Funded Open Space Acquisition Projects (“Amendment 1”) substantially in the form of Exhibit A to this ordinance, to provide for the City’s receipt and use of up to \$12,025,000 from the 2021-2022 reallocations and 2022-2023 allocations of King County CFL proceeds. Amendment 1 will be added to the list of approved projects (“Projects”) in the Interlocal, to include the Longfellow Creek Addition, Thornton Creek: North Branch, Turner-Koepf House & Garden, Duwamish River Shoreline Acq: Unity Electric, East Duwamish Greenbelt: Brick Pits, North Rainier Park Charlestown Addition, and North Rainier Town Center Park, Bitter Lake Playfield Addition, Cheasty Greenspace-Mt. Baker, Taylor Creek Headwaters, and Willow Creek Natural Area acquisition projects.

Section 2. Funds received pursuant to the execution of the amendment in Section 1 shall be deposited in the Park and Recreation Fund (10200).

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

Exhibits:

Exhibit A - Amendment 1 to Interlocal Cooperation Agreement between King County and the City of Seattle for Conservation Futures-Funded Open Space Acquisition Projects

**AMENDMENT 1 TO THE  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF SEATTLE  
FOR CONSERVATION FUTURES-FUNDED OPEN SPACE ACQUISITION  
PROJECTS**

**Preamble**

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County and certain cities. This amendment is entered into to provide for the allocation of additional proceeds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF SEATTLE and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 17<sup>th</sup> day of October, 2022.

The parties agree to the following amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment 1.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF SEATTLE

\_\_\_\_\_  
Dow Constantine  
King County Executive

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Leesa Manion  
King County Prosecuting Attorney

## EXHIBIT 1

### CONSERVATION FUTURES LEVY PROCEEDS CITY OF SEATTLE ALLOCATIONS 2021 AND 2022 REALLOCATIONS, 2022 AND 2023 ALLOCATIONS

Jurisdiction	Project Name (Project Number)	Allocation
<b>2021 Reallocation</b>		
Seattle	Longfellow Creek Addition (Project #1129235)	\$500,000
Seattle	Thornton Creek: North Branch (Project #1134923/Award #1136982)	\$100,000
Seattle	Turner-Koepf House & Garden (Project #1141195)	\$209,417
Seattle	Turner-Koepf House & Garden (Project #1137238/Award #1138985)	\$190,583
<b>2022 Allocation</b>		
Seattle	Duwamish River Shoreline Acq: Unity Electric (Project #1136849)	\$2,500,000
Seattle	East Duwamish Greenbelt: Brick Pits (Project #1138972)	\$2,000,000
Seattle	North Rainier Park Charlestown Addition (Project #1141618)	\$1,500,000
Seattle	North Rainier Town Center Park (Project #1126739)	\$1,000,000
<b>2022 Reallocation</b>		
Seattle	Longfellow Creek Addition (Project #1129235)	\$314,840
Seattle	Longfellow Creek Addition (Project #1134923/Award #1143300)	\$85,160
Seattle	North Rainier Park Charlestown Addition (Project #1139013/Award #1143305)	\$500,000
<b>2023 Allocation</b>		
Seattle	Bitter Lake Playfield Addition (Project #1141757/Award #1143659)	\$2,400,000
Seattle	Cheasty Greenspace - Mt. Baker (Project #1143685)	\$500,000
Seattle	Taylor Creek Headwaters (Project #1143688)	\$100,000
Seattle	Willow Creek Natural Area (Project #1143689)	\$125,000
<b>TOTAL</b>		<b>\$12,025,000</b>

## **2021 REALLOCATION PROJECT DESCRIPTIONS**

### **Project #1129235: Seattle - Longfellow Creek Addition (\$500,000)**

This project seeks to preserve parcels along Longfellow Creek on 24th Avenue SW in West Seattle. Acquisitions in this area would add to Seattle's 115-acre Longfellow Creek Greenspace and support flood reduction projects. The project receives a 2021 reallocation of \$500,000 to continue work on additional acquisitions. Project funding was authorized in King County Ordinance 19364.

**Is this a Bond-financed Project? No**

### **Project #1134923 (Award #1136982): Seattle - Thornton Creek: North Branch (\$100,000)**

This project is a partnership between Seattle Parks and Seattle Public Utilities. Acquisition of 0.9 acres along the north fork of Thornton Creek on NE 125th Street will provide an opportunity to reconnect the floodplain to create additional habitat and increase flood storage capacity. The project receives a 2021 reallocation of \$100,000 to continue work on a nearby acquisition. Project funding was authorized in King County Ordinance 19364.

**Is this a Bond-financed Project? Yes**

### **Project #1141195: Seattle - Turner-Koepf House & Garden (\$209,417)**

This award builds on a 2021 award to Seattle. This partnership between Historic Seattle Preservation and Development Authority (PDA) and Seattle Parks will preserve the historic Turner-Koepf House and Garden, a 0.41-acre parcel, in the Beacon Hill neighborhood of Seattle. Historic Seattle would use its own funding to purchase the home and the underlying fee. Seattle Parks would use CFT funding to purchase an easement on much of the open space on the parcel (on a footprint which meets the 15% limit on non-vegetated impervious surfaces). This project received a match waiver. The project receives a reallocation of \$209,417 in CFT annual dollars to cover higher than expected costs. Project funding was authorized in King County Ordinance 19364.

**Is this a Bond-financed Project? No**

### **Project #1137238 (Award #1138985): Seattle - Turner-Koepf House & Garden (\$190,583)**

See prior project description. In addition to the above reallocation, project receives a reallocation of \$190,583 in CFT bond dollars for a total of \$400,000 reallocated to the project between the two awards. Project funding was authorized in King County Ordinance 19364.

**Is this a Bond-financed Project? Yes**

## **2022 ALLOCATION PROJECT DESCRIPTIONS**

### **Project #1136849: Seattle - Duwamish River Shoreline Acq: Unity Electric (\$2,500,000)**

This award builds on a 2020 award to Seattle Parks to acquire the “Unity Electric” property located immediately east of 1.26-acre Duwamish Waterway Park, part of a broader “South Park Riverwalk” project. The city is still determining how much of the property will be eligible for CFT funding. The project has a match waiver.

Project funding was authorized in King County Ordinance 19364.

**Is this a Bond-financed Project? No**

### **Project #1138972: Seattle - East Duwamish Greenbelt: Brick Pits (\$2,000,000)**

This award builds on a 2021 award to preserve a 21-acre forested inholding in the East Duwamish Greenbelt along Beacon Hill, in a highly visible stretch along I-5 between South Columbian Way and South Dakota Street. Successful acquisition would preserve tree canopy and wildlife habitat connecting other Parks-owned properties in the greenbelt. The project has a match waiver. Project funding was authorized in King County Ordinance 19364.

**Is this a Bond-financed Project? No**

### **Project #1141618: North Rainier Park Charlestown Addition (\$1,500,000)**

The City of Seattle seeks to add a final 0.3-acre parcel to a new CFT-funded neighborhood park in the North Rainier Urban Village on Charlestown Street, and facilitate connection between adjacent affordable housing and the park. The city and the affordable housing company are determining whether the parcel would be all park or be partially developed with housing (CFT will only be spent on the portion to be park).

This project received a match waiver. Project funding was authorized in King County Ordinance 19364.

**Is this a Bond-financed Project? No**

### **Project #1126739: North Rainier Town Center Park (\$1,000,000)**

The City of Seattle has long sought to add greenspace adjacent to the Mt. Baker Station and Transit Center as part of a vision to locate affordable housing, residential development, businesses, and open space near light rail in the North Rainier Urban Village. Seattle, in collaboration with Sound Transit, is determining how to best utilize several public parcels adjacent to the light rail station for affordable housing and is evaluating opportunities for open space on those parcels and/or nearby. This project received a match waiver, which also applies retroactively to the existing project balance of \$957,520 CFT already awarded to this project in prior years. Project funding was authorized in King County Ordinance 19364.

**Is this a Bond-financed Project? No**



## **2022 REALLOCATION PROJECT DESCRIPTIONS**

### **Project #1129235: Longfellow Creek Addition (\$314,840)**

This project seeks to preserve parcels along Longfellow Creek on 24th Avenue SW in West Seattle. Acquisitions in this area would add to Seattle's 115-acre Longfellow Creek Greenspace and support flood reduction projects. The project receives a 2022 reallocation of \$314,840 CFT annual dollars to continue work on additional acquisitions. Project funding was authorized in King County Ordinance 19479.

**Is this a Bond-financed Project? No**

### **Project #1134923 (Award #1143300): Longfellow Creek Addition (\$85,160)**

See prior project description. In addition to the above reallocation, project receives a reallocation of \$85,160 in CFT bond dollars for a total of \$400,000 reallocated to the project between the two awards. Project funding was authorized in King County Ordinance 19479.

**Is this a Bond-financed Project? Yes**

### **Project #1139013 (Award #1143305): North Rainier Park Charlestown Addition (\$500,000)**

The City of Seattle seeks to add a final 0.3-acre parcel to a new CFT-funded neighborhood park in the North Rainier Urban Village on Charlestown Street and facilitate connection between adjacent affordable housing and the park. The city and the affordable housing company are determining whether the parcel would be all park or be partially developed with housing (CFT will only be spent on the portion to be park).

This project received a match waiver. The project receives a 2022 reallocation to cover acquisition costs that exceeded the amount allocated to the project. Project funding was authorized in King County Ordinance 19479.

**Is this a Bond-financed Project? Yes**

## **2023 ALLOCATION PROJECT DESCRIPTIONS**

### **Project #1141757 (Award #1143659): Bitter Lake Playfield Addition (\$2,400,000)**

The City of Seattle seeks to permanently preserve open space owned by Seattle School District which already functions as part of the adjacent Bitter Lake Playfield. The city will purchase 3.5 acres total, comprised of one 0.5-acre parcel and a 3-acre portion of the 9.3-acre site on which the Broadview Thomson School is built. Acquisition will help close an open space gap in the Bitter Lake Hub Urban Village. The expansion will add waterfront access and passive use to an active park. The city will enter a land trade with the school district to cover a substantial portion of the costs; the remaining costs would be paid for by the Conservation Futures awards. This project is granted a match waiver, in addition to a retroactive match waiver on \$1,000,000 in existing funds allocated to the project Bitter Lake Playfield Addition (Project #1129231) in 2017 via the old ILA, Amendment AG. Project funding was authorized in King County Ordinance 19546.

**Is this a Bond-financed Project? Yes**

### **Project #1143685: Cheasty Greenspace – Mt. Baker (\$500,000)**

The City of Seattle seeks to expand the Cheasty Greenspace natural area network in Southeast Seattle. The city proposes to acquire all or part of a 1.78-acre parcel owned by Sound Transit. This greenspace sits behind a future affordable housing development and within a block of the Mt. Baker light rail station. Acquisition will extend the Cheasty wildlife corridor near the dense Mt. Baker Urban Village and provide visual relief and the benefits of nature to adjacent affordable housing residents and light rail commuters. This parcel could potentially connect to the existing Cheasty trail network. Project funding was authorized in King County Ordinance 19546.

**Is this a Bond-financed Project? No**

### **Project #1143688: Taylor Creek Headwaters (\$100,000)**

The City of Seattle seeks to acquire vacant inholding parcels to fill an ownership gap between city-owned properties at the headwaters of Taylor Creek, on the city's southern border. The city has identified 0.66 acres across three parcels as current targets, which would add to existing public land along the Taylor Creek corridor en route to Lake Washington. Preserving these parcels at the headwaters of Taylor Creek will enhance water quality downstream, where there is documented salmon spawning. Project funding was authorized in King County Ordinance 19546.

**Is this a Bond-financed Project? No**

**Project #1143689: Willow Creek Natural Area (\$125,000)**

The City of Seattle seeks to acquire a riparian area along Willow Creek, a tributary of Thornton Creek, Seattle's largest salmon-bearing stream. The city will preserve all or portions of five parcels comprising 0.7 acres, with a mix of natural forest and paved lots adjacent to public right-of-way. The purchase will help the city continue its effort to protect Thornton Creek and bring back salmonids, which have returned in recent years. No part of Willow Creek is preserved before its confluence with Thornton Creek; acquisition will improve habitat and water quality further downstream en route to Lake Washington. The project would add greenspace to an otherwise dense, heavily trafficked area. Project funding was authorized in King County Ordinance 19546.

**Is this a Bond-financed Project? No**

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Parks and Recreation	Jeffrey Bishop	Justin Hellier

*\* 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 King County Conservation Futures Levy proceeds; authorizing the Mayor to enter into Amendment 1 to the Interlocal Cooperation Agreement between the King County and the City of Seattle for Conservation Futures-Funded Open Space Acquisition Projects; and authorizing the deposit of 2021, 2022 and 2023 allocations from King County Conservation Futures Levy proceeds into The City of Seattle’s Park and Recreation Fund.

#### **Summary and Background of the Legislation:**

This legislation authorizes Amendment 1 to the existing Interlocal Cooperation Agreement between the City of Seattle and King County and it allows for the acceptance up to a total of \$12,025,000 of King County Conservation Futures Levy allocations and reallocations as follows:

<b>Jurisdiction</b>	<b>Project Name (Project Number)</b>	<b>Allocation</b>
<b>2021 Reallocation</b>		
Seattle	Longfellow Creek Addition (Project #1129235)	\$500,000
Seattle	Thornton Creek: North Branch (Project #1134923/Award #1136982)	\$100,000
Seattle	Turner-Koepf House & Garden (Project #1141195)	\$209,417
Seattle	Turner-Koepf House & Garden (Project #1137238/Award #1138985)	\$190,583
<b>2022 Allocation</b>		
Seattle	Duwamish River Shoreline Acq: Unity Electric (Project #1136849)	\$2,500,000
Seattle	East Duwamish Greenbelt: Brick Pits (Project #1138972)	\$2,000,000
Seattle	North Rainier Park Charlestown Addition (Project #1141618)	\$1,500,000
Seattle	North Rainier Town Center Park (Project #1126739)	\$1,000,000
<b>2022 Reallocation</b>		
Seattle	Longfellow Creek Addition (Project #1129235)	\$314,840
Seattle	Longfellow Creek Addition (Project #1134923/Award #1143300)	\$85,160

Seattle	North Rainier Park Charlestown Addition (Project #1139013/Award #1143305)	\$500,000
<b>2023 Allocation</b>		
Seattle	Bitter Lake Playfield Addition (Project #1141757/Award #1143659)	\$2,400,000
Seattle	Cheasty Greenspace - Mt. Baker (Project #1143685)	\$500,000
Seattle	Taylor Creek Headwaters (Project #1143688)	\$100,000
Seattle	Willow Creek Natural Area (Project #1143689)	\$125,000
<b>TOTAL</b>		<b>\$12,025,000</b>

The Conservation Futures Levy is a county-wide property tax collected by King County for the acquisition of open space, agricultural or timber lands.

## 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.

### 3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
Park and Recreation Fund (10200)	Seattle Parks and Recreation	King County	\$3,000,000	\$9,025,000
<b>TOTAL</b>			<b>\$3,000,000</b>	<b>\$9,025,000</b>

**Revenue/Reimbursement Notes:** No appropriation is necessary as revenue backs existing and prior appropriation.

**Are there financial costs or other impacts of *not* implementing the legislation?** Yes, this funding is integral to SPR's land acquisition program, and without it, some acquisition projects will have to be abandoned, severely impacting the City's ability to preserve natural areas and provide neighborhood park sites to those urban areas experiencing population growth with park service gaps.

#### 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?**

Conservation Futures funding is used to match City funding for the acquisition of parks and open space. One of the priorities for the use of these funds is the acquisition of property in areas of the city lacking parks and open space, which tend to be high-density, low-income areas.

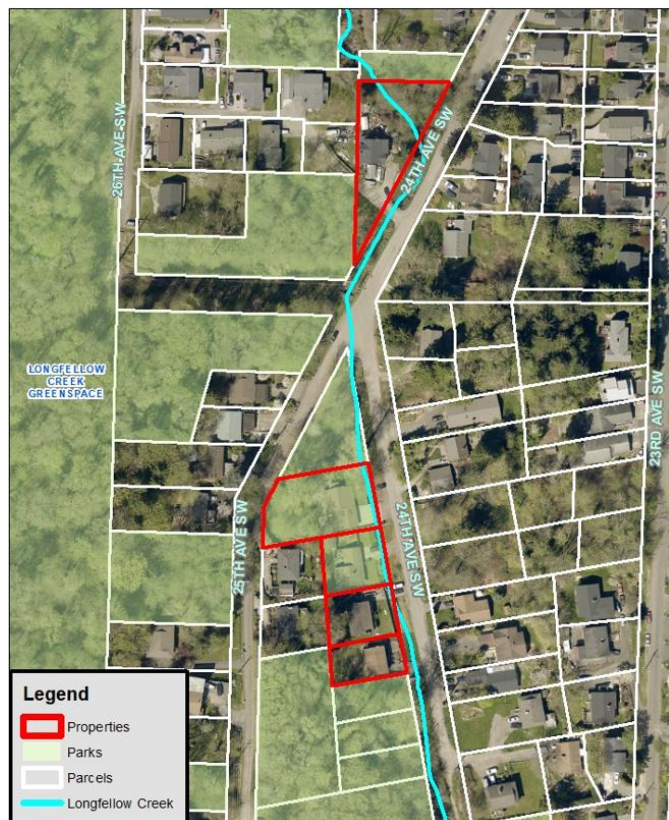
- f. **Climate Change Implications**
  - 1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?** The expenditure of these monies on green space and neighborhood park land acquisitions will maintain carbon neutrality/decrease carbon emissions at these locations, as they will not ultimately be developed or redeveloped.
  - 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 action of the City accepting the King County Conservation Futures monies will increase Seattle's resiliency to climate change as the tree canopies on the purchased lands can be maintained/restored/augmented.
- 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:**

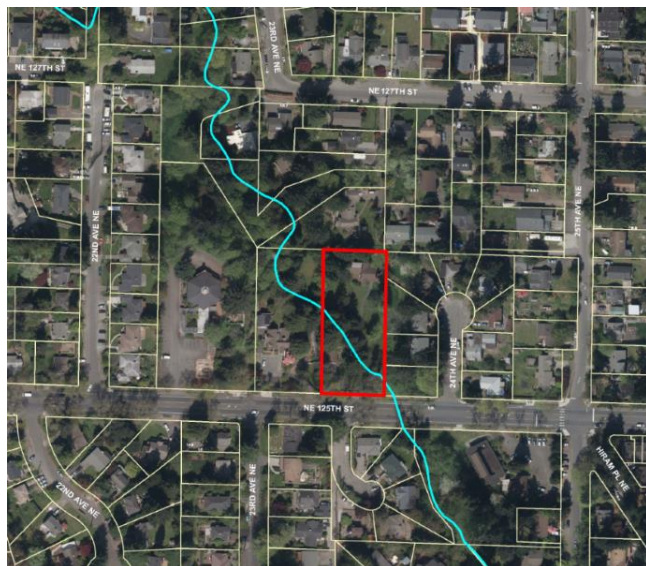
Summary Attachment 1 – Maps of CFT Projects

## SUMMARY ATTACHMENT 1: MAPS OF CFT PROJECTS

(West Seattle) Longfellow Creek: 2021 Reallocation \$500,000, 2022 Reallocation \$400,000



(North Seattle) Thornton Creek N Branch: 2021 Reallocation \$100,000



(Beacon Hill) Turner-Koepf House & Garden: 2021 Reallocation \$400,000



(South Park) Duwamish River Shoreline Acq/Unity Electric: 2022 Allocation \$2,500,000





(Beacon Hill) East Duwamish Greenbelt: Brick Pits 2022 Allocation \$2,000,000



North Rainier Park Charlestown Addition: 2022 Allocation \$1,500,000, 2022 Reallocation \$500,000







(adjacent Mt.Baker Hub Urban Village - Sound Transit Station) Cheasty Green Space:

2023 Allocation \$500,000



(South Seattle) Taylor Creek Headwaters: 2023 Allocation \$100,000



(Lake City) Willow Creek Headwaters: 2023 Allocation \$125,000





## Legislation Text

---

**File #:** CB 120650, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the acquisition of real property at 6109 S Fountain St; authorizing acceptance of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

WHEREAS, in August 2014, voters approved Proposition 1, creating a metropolitan park district contiguous with the borders of the city of Seattle, known as the Seattle Park District, as permitted under chapter 35.61 RCW; and

WHEREAS, the Taylor Creek West Fork headwater wetland is the last surviving urban headwater wetland in a salmon-bearing watershed in Seattle; and

WHEREAS, the Taylor Creek West Fork headwater property provides significant open space benefits, including wildlife habitat and recreational opportunities, and the area is, therefore, a priority area for additional acquisitions for parks and open space; and

WHEREAS, Seattle Parks and Recreation has determined that this acquisition would expand and connect existing City-owned properties that border a broader natural area owned by King County; and

WHEREAS, funding for the acquisition is available from Park District funds; NOW, THEREFORE,

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

Section 1. The Superintendent of Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized, on behalf of The City of Seattle, to acquire the following described real property, situated in the City of Seattle, County of King, State of Washington, together with all rights, privileges, and other property pertaining thereto, for open space, park, and recreation purposes:

LOT 7, BLOCK 9, GUTHRIES TERRACE PARK AN ADDITION TO CITY OF SEATTLE, PLUS THAT PORTION OF LOT 8, GUTHRIES TERRACE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 52 OF PLATS, PAGES 24 AND 25, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8;  
THENCE SOUTHEASTERLY ALONG SOUTHWESTERLY LINE 31.76 FEET;  
THENCE NORTH 3°46'17" WEST, 32.13 FEET TO THE NORTHERLY LINE;  
THENCE WESTERLY ON THE NORTHERLY LINE 20 FEET TO BEGINNING;  
SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

Section 2. The Superintendent, or the Superintendent's designee, is authorized, on behalf of the City of Seattle, to execute such documents, as deemed necessary or desirable to acquire the Property for a purchase price of \$110,000.

Section 3. The Superintendent, or the Superintendent's designee, is authorized, on behalf of the City of Seattle, to accept a deed for the Property for open space, park, and recreation purposes by attaching to the deed the Superintendent's written acceptance thereof and recording the same.

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

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within 10 days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

**Attachments:**

Attachment 1 - Agreement for Purchase and Sale of Real Property

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (hereinafter referred to as the “Agreement”) is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation (hereinafter referred to as the “Buyer”), and FESTUS BREWSTER, an unmarried person (“Seller”), as of the date this Agreement has been executed by both Buyer and Seller (“Effective Date”). “Parties” to this Agreement, shall mean the Buyer and Seller.

Intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the Parties, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. Property. The “Property” in this Agreement shall hereinafter mean and comprise all of the following:

- (a) That certain real property with Tax Parcel Number 297680-0935-09, vacant land, in Seattle, Washington and more particularly described in Exhibit A attached and mapped in Exhibit B attached (the “Real Property”).

- (b) All rights, privileges, covenants and easements appurtenant to the Real Property, including without limitation all mineral, oil, gas and other hydrocarbon rights associated with the land, all development rights, air rights, and all appurtenances used with the beneficial use and enjoyment of the Real Property (collectively, the “Appurtenances”).

- (c) All of the property collectively referred to in this Agreement as the “Property” or “Real Property.”

2. Purchase. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement.

3. Purchase Price.

- 3.1. Amount. The purchase price (“Purchase Price”) for the Property is One Hundred Ten Thousand no/100 Dollars (\$110,000.00).

- 3.2. Payment. Buyer shall pay Seller the Purchase Price at Closing. All references to dollars shall mean those amounts in United States currency.



3.3 Deposit. Within ten (10) days of Buyer's receipt of this Agreement signed by Seller, Buyer will open an escrow account First American Title Company, Inc.; First American Title Company, 555 S Renton Village PL, #760 Renton, WA 98057; Attention: Kalie Cyr (referred to hereafter as "Escrow Holder" or "Title Company") and shall deliver to Escrow Holder a deposit of Five Thousand and NO/100 Dollars (\$5,000.00) (the "Deposit") together with a copy of the fully executed Agreement. Escrow Holder shall place the Deposit in an interest-bearing account for the benefit of the Buyer. Escrow Holder shall apply or disburse the Deposit as provided in this Agreement. At Closing, Escrow Holder shall apply the Deposit with interest, if any, to the Purchase Price.

4. Title.

4.1. Condition of Title. Seller shall convey to Buyer a good and sufficient statutory warranty deed, conveying good, insurable, marketable title, free from all encumbrances, subject only to the Permitted Exceptions (defined in Subsection 4.3 below). Consistent with the Condition of Title in this section, Sellers agree that Title insurance to the Property shall be issued as a standard owner's policy of title insurance, unless at the option of the Buyer, the Buyer requests insurable Title by an ALTA extended coverage owner's policy, in the amount of the Purchase Price. Seller shall satisfy all requirements of the Title Company for issuance of the title policy (the "Title Policy") in accordance with the Commitment (defined in Subsection 4.2 below), and under all other terms of this Agreement.

4.2. Title Insurance Commitment. Buyer has obtained a current title insurance commitment issued by Title Company, No. 4209-3934609, Report dated April 14, 2022 ("Commitment"). Updates to the Commitment shall commit Title Company to insure title in Buyer for the Purchase Price subject only to preprinted general exceptions in the Commitment and Permitted Exceptions (defined Subsection 4.3 below) and shall commit the Title Company to issue such policy endorsements as required by Buyer, and, at the election of Buyer, shall commit Title Company to issuance of a 2006 ALTA Owner's Extended Coverage Policy of title insurance. If required by the Title Company to issue an extended coverage owner's ALTA title insurance policy, Buyer shall obtain a survey and title updates for an extended policy at its own expense.

4.3. Permitted Exceptions. Those exceptions to title listed on Exhibit C attached hereto, with any additional exceptions to title approved in writing by Buyer constitute permitted exceptions ("Permitted Exceptions"). Seller, at their sole cost and expense, shall remove all exceptions other than Permitted Exceptions.

5. Conditions Precedent.

5.1. Conditions Precedent to Buyer's Obligation to Purchase. Buyer's obligations regarding purchase of the Property and the Closing are subject to fulfillment, or waiver thereof by Buyer in writing, of all conditions within this Agreement ("Buyer's Conditions Precedent"), including without limitation the following, not later than the Closing Date (unless an earlier date is specified):

(a) Title Policy. The Title Company shall be prepared to issue the Title Policy as described in Section 4.

(b) Moratorium. No reassessment, reclassification, rezoning or other change in judicial or administrative decision or proceedings (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental authority or any public or private utility having jurisdiction over the Property shall have occurred.

(c) Zoning; Survey. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Property; there are no encroachments upon the Property; and there are no other matters disclosed by survey that are unacceptable to Buyer, in Buyer's sole discretion.

(d) Noncompliance - Violation. Existing uses of the Property fully comply with all zoning laws (and applicable variances) and any other local, municipal, regional, state or federal requirements and the improvements on the Property comply with all applicable building, safety, health, zoning, environmental, subdivision and other laws, ordinances and regulations.

(e) No Actions or Proceedings. There is no action, proceeding or investigation, pending or threatened, regarding the title, ownership, maintenance, use or operation of the Property.

(f) No Environmental Violations. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Property, including but not limited to soil and groundwater conditions.

(g) Representations, Warranties and Covenants of Seller. Seller shall have performed every agreement to be performed by Seller under this Agreement, and Seller's representations and warranties in this Agreement shall be true and correct as of Closing.

(h) No Adverse Changes. As of Closing, there shall have been no adverse change in the physical condition of the Property from the date of this Agreement.

(i) Seller's Deliveries. Seller shall have delivered each of the items described (and no later than the delivery time specified) in Subsection 6.1 to Buyer and in Subsection 8.1 to Escrow Holder.

(j) Investigation. Buyer shall have notified Sellers that the conditions stated in Section 6 have been satisfied or waived within the time periods required.

(k) No Seller Bankruptcy. If at any time prior to Closing, (i) there shall be filed against or by Seller a petition in bankruptcy or insolvency or a petition seeking to effect any plan or other arrangement with creditors or seeking the appointment of a receiver and the same is not discharged or dismissed before Closing; (ii) a receiver or liquidator is appointed for all or substantially all of Seller's Property; (iii) Seller makes an assignment for the benefit of creditors or takes any other similar action for the benefit or protection of creditors, then Buyer shall have the right in its sole and absolute discretion and in addition to all other remedies available to Buyer under this Agreement or at law or in equity to cancel and terminate this Agreement after which the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

(l) Debris and Personal Property. On the Date of Closing, the Property shall be free of garbage, waste, debris, and personal property. Seller holds Buyer harmless from all claims and expenses arising from removal and disposal of garbage, waste, debris, and personal property.

5.2. Benefit of Buyer. The Buyer's Conditions Precedent are solely for the benefit of Buyer and may be waived only in writing by Buyer. Buyer may waive any condition. The waiver by Buyer of any condition in any specific circumstances shall not be a waiver of such condition regarding any other circumstances or a waiver of any other condition and shall not relieve Seller of any liability or obligation regarding any representation, warranty, covenant or agreement of Seller, unless the waiver expressly so provides.

5.3. Termination. If any Buyer's Condition Precedent is not satisfied or waived prior to Closing (or such earlier date as provided elsewhere in this Agreement), then Buyer, in Buyer's sole discretion, may terminate this Agreement by written notice to Seller and Escrow Holder, and the Parties shall have no further obligations under this Agreement, except that Buyer shall be entitled to return of the Deposit together with interest, if any, and Seller and Buyer shall be entitled to return of any documents deposited with Escrow Holder.

6. Investigation of the Property.

6.1. Seller's Initial Deliveries. Within seven (7) days after the Effective Date, Sellers shall, at their sole expense, deliver to Buyer (a) a completed disclosure statement for unimproved real property in the form required by Section 64.06.013 and 64.06.015 of the Revised Code of Washington; and (b) signed complete copies of all leases affecting the Property, including, without limitation, all subleases, assignments, and rental or occupancy agreements, all contracts and accounting records affecting the Property, and (c) other existing documents, records and materials concerning the operation or physical condition of the Property, including, without limitation, all surveys, maps, plans, soils reports and environmental site assessments.

6.2. Entry. Without limiting any rights of Buyer under this Agreement, as of the Effective Date, Buyer and Buyer's agents and employees may enter the Property to conduct soils, engineering, environmental and other tests, inspections, surveys and investigations at the Property ("Investigations") at Buyer's sole expense. Seller agrees to cooperate with any Investigations made by or at Buyer's direction. The exercise by Buyer of any of the preceding rights or any other act of Buyer shall not negate any representation, warranty or covenant of Seller, or modify any of Buyer's rights or Seller's obligations if any breach occurs by Seller of any of their representations, warranties or covenants under this Agreement. To the extent permitted by applicable law, Buyer shall indemnify and hold Seller harmless from all damages, expense, liens or claims (including attorneys' fees) arising from Buyer's negligence in exercise of its rights under this Subsection 6.2 or failure to pay third parties, and this indemnity shall survive termination of this Agreement.

6.3. Period for Investigations. Closing of this transaction is conditioned on Buyer's satisfaction with the Property, the suitability of the Property for Buyer's intended uses and the feasibility of this transaction in Buyer's sole and absolute discretion. Buyer shall have until July 28, 2023 to conduct its Investigations, and to review the items delivered by Seller pursuant to Subsection 6.1 above, (the "Contingency Period"). If Buyer fails to notify Seller and the Escrow Holder in writing that this condition is satisfied or waived prior to 5:00 p.m. Pacific Time on the final day of the Contingency Period, as extended if applicable, then this Agreement shall be deemed terminated, and both Seller and Buyer shall be released and discharged from all further obligations under this Agreement. The Deposit, plus interest, shall be returned to Buyer and, except as provided in Subsection 6.2, neither party shall be subject to a claim by the other for damages of any kind regarding this Agreement or Buyer's attempt to purchase the Property. Buyer and Seller shall extend the Contingency Period by mutual written letter to Escrow Holder as necessary to provide adequate time for Seller's completion of Seller's Work (described in Subsection 6.4 below), if applicable, ("Extended Contingency Period").

6.4 Seller's Work. All of the following constitutes Seller's Work: If the Investigations disclose one or more underground storage tanks on the Property, Seller shall, at Seller's sole cost and expense, cause the underground storage tank(s) to be removed and properly disposed of in compliance with applicable law and regulation by a contractor licensed to conduct underground storage tank decommissioning and removal, and shall cause its licensed contractor to provide to Buyer copies of its license and qualifications, permit for tank removal, and its certification of tank removal, all by a date mutually acceptable to the Parties at least 10 days prior to the end of the Extended Contingency Period. Included within the removal work scope shall be a requirement that the contractor determine whether there is evidence that the underground storage tank(s) are leaking or have leaked product into surrounding soil or groundwater. If there is evidence that the underground storage tank(s) are leaking or have leaked product into surrounding soil or groundwater, or if there is other evidence of soil or groundwater contamination, then Buyer and Seller shall further extend the Extended Contingency Period if necessary and prior to the expiration of such Extended Contingency Period, Seller shall cause its licensed contractor to remove and dispose of all contaminated soil, to undertake all necessary environmental remediation of soil and groundwater in compliance with applicable law and regulation, and to provide to Buyer its certification of soil and groundwater remediation, if applicable, all in compliance with applicable law and regulation. Upon completion of tank removal and, if applicable, remediation of soil and groundwater, Seller shall cause its licensed contractor to restore the Property to its original condition with appropriate fill type, compaction, grading, and ground cover or paving.

6.5 Buyer's Review of Seller's Work. Seller shall give Buyer advance notice of commencement of Seller's Work and Buyer shall have the right to be present during Seller's Work. Buyer and Seller shall further extend the Extended Contingency Period as necessary to give Buyer at least five days to review the reports and/or certifications of Seller's licensed contractor before determining whether to give notice to Seller and Escrow Holder of satisfaction or waiver as provided in Subsection 6.3 above.

7. Seller's Obligations. Before Closing Seller shall, at its sole expense:

7.1. Promptly notify Buyer upon learning of any fact or event that would make any of the representations or warranties of Seller in this Agreement or any Buyer's Conditions Precedent untrue or misleading in any material respect or that would cause Seller to violate any of its covenants or other obligations.

7.2. Notify Buyer promptly upon receiving notice of a claim or pending litigation affecting the Property, or notice of any event, transaction, or occurrence before Closing that would materially adversely affect the Property or any part thereof.

7.3. Subject to the terms within this Agreement, Seller shall not convey, mortgage, grant a deed of trust, or contract to do the foregoing or otherwise allow or consent to convey, abandon, relinquish, cloud or encumber title to the Property or any interest or part thereof without Buyer's consent.

7.4. Maintain the Property in good order, condition and repair, and otherwise operate the Property and maintain its business records in the same manner as before the making of this Agreement, the same as though Seller was retaining the Property.

7.5. Maintain all casualty, liability and hazard insurance currently in force regarding the Property through Closing without diminution in coverage.

7.6. Remedy any violations of law or municipal ordinances or regulations of any federal, state, local or other governmental departments.

7.7. Take no action that will adversely affect title to the Property, nor take action that impairs the issuance of the Title Policy as described in Section 4.

7.8. Not enter into any lease or rental or occupancy agreement affecting the Property or amend or extend any existing license or use agreement for all or any portion of the Property without Buyer's prior written consent.

8. Deliveries to Escrow Holder.

8.1. By Seller. Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

(a) Deed. A statutory warranty deed, in form and substance satisfactory to Buyer and its counsel, duly executed and acknowledged by Seller (the "Deed"), conveying to Buyer indefeasible good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, restrictions and easements, except only the Permitted Exceptions.

(b) FIRPTA Affidavit. A certificate in form and substance acceptable to Buyer and its counsel, duly executed by Seller, evidencing that Seller are exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(c) ALTA Affidavits. Any affidavits, certifications or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by Seller, as reasonably may be required by the Title Company in order to issue the Title Policy.

(d) Title Insurance Policy. The Title Policy in conformance with Section 4.

(e) Closing Certificates. A certificate of Seller dated as of the Closing Date certifying that all of Seller's representations and warranties remain true as of the Closing Date, or if not, specifying the respect in which any representation or warranty is no longer true.

(f) Certificates of Authority. Such certificates as are necessary or required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller for this transaction, and evidence that the execution of such instruments is the official act and deed of Seller.

(g) Excise Tax Affidavit. A real estate excise tax affidavit signed by Seller.

(h) Such other instruments or documents as may be reasonably required by the Title Company, or pursuant to the provisions of this Agreement, or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

8.2. By Buyer. Buyer shall deliver or cause to be delivered to Escrow Holder by the Closing Date cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the balance of the Purchase Price and Buyer's share of closing costs and prorations.

9. Close of Escrow.

9.1. Time. Closing shall occur in the office of Escrow Holder no later than September 12, 2023 (if not extended by Buyer's Investigations described in Section 6 above) unless further extended by written agreement or unless accelerated by written agreement if the Parties conclude an earlier Closing is possible. As used in this Agreement, "Closing," "Closing Date" or "Date of Closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller in accordance with this Agreement. Funds held in reserve accounts under escrow instructions shall be deemed, for purposes of the definition of "Closing," "Closing Date" and "Date of Closing," as available for disbursement to Seller.

9.2. Closing Costs and Prorations.

(a) Closing Costs. Buyer and Seller shall each pay their own attorneys' fees. Buyer shall pay the cost of recording the Deed, escrow fees, the title insurance premium charged by the Title Company for Buyer's Title Policy and the endorsements required by Buyer, and the cost of any survey required by the Title Company (if any). Seller's monetary liens on the Property, if not previously discharged, shall be discharged in full out of the Purchase Price at Closing. Seller shall pay real estate excise tax, if any is due.

(b) Prorations. Seller shall pay real property taxes, general assessments, surface water management fees and other fees (if any) payable to governmental entities, utility charges, amounts payable under contracts, annual permits, and other expenses normal to the ownership, use, operation and maintenance of the Property through the Closing Date. If Seller is entitled to a reimbursement for overpayment of real property taxes, it shall be Seller's responsibility to seek such reimbursement from the appropriate taxing authority outside of Closing. Seller shall provide evidence satisfactory to Buyer that accounts for utility services to the Property (if any), including but not limited to electricity, heating oil (if applicable), natural gas (if applicable), solid waste, water, sewer, telephone, internet service, and cable, are current and there are no delinquent charges owing. Any special assessments against the Property in existence as of the Closing Date shall be paid in full by Seller. All prorations shall be as of 11:59 p.m. on the Closing Date.

9.3. Procedure. Escrow Holder shall close escrow as follows:

- (a) Obtain the release of the Property from any liens described in the Commitment, and delivery of all documents by Seller, and in this Agreement except the Permitted Exceptions;
- (b) Confirm with Buyer delivery of all documents by Seller;
- (c) Confirm with Buyer that Seller's Work, if applicable, has been completed to the satisfaction of Buyer;
- (d) Confirm with Buyer that other Buyer's Conditions Precedent have been satisfied;
- (e) Complete the prorations and credits;
- (f) Issue and deliver the Title Policy to Buyer;

- (g) Deliver any other documents deposited by Sellers with Escrow Holder to Buyer;
- (h) Deliver the Purchase Price less Seller's closing costs and prorations and Buyer credits, if any, to Seller; and
- (i) Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited with Escrow Holder, with such recording and filing date endorsed thereon.

9.4. Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions, and an executed copy of this Agreement shall be deposited by Buyer with Escrow Holder following its execution. The Parties may execute additional escrow instructions if such additional escrow instructions shall not change the terms of this Agreement.

9.5 Possession. Possession of the Property shall be delivered to Buyer upon Closing.

10. Brokerage Commission. Seller warrants to Buyer and Buyer warrants to Seller that each party's sole contact with the other and with the Property regarding this transaction has been directly with the other party and has involved no broker or finder. Seller and Buyer further warrant to each other that no broker or finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that party regarding the other party or the Property. To the extent permitted by applicable law, each party shall indemnify, defend and hold the other party harmless against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying party's actions.

11. Condemnation. If there is a condemnation (by an entity other than Buyer) of all or part of the Property initiated before Closing, Seller shall promptly notify Buyer and Buyer shall have the option for ten (10) days following the date the notice is received (a) to proceed with the Closing, in which event all condemnation proceeds already received by Seller by the Closing shall be paid to Buyer and the right to receive such proceeds not yet received by Seller shall be assigned to Buyer at the Closing, or (b) to terminate this Agreement. Unless this Agreement is terminated, Seller shall take no action regarding any condemnation proceeding without the prior written consent of Buyer.

12. Representations, Warranties and Covenants.

12.1. Seller's Representations, Warranties and Covenants. Besides the representations, warranties and covenants contained elsewhere in this Agreement, Seller as of the date of this Agreement and as of the Closing Date makes the following representations, warranties and covenants:

(a) Title. Seller is the sole owner of the Property. At Closing, Buyer will acquire the entire fee simple estate and right, title and interest in and to the Property, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims or other matters affecting title or possession of the Property, subject only to the Permitted Exceptions.

(b) Agreements to Transfer or Encumber. Seller has not committed nor obligated itself in any manner to sell or encumber the Property or any interest therein to any party other than Buyer or to lease all or any portion of the Property.

(c) Compliance with Law. To the best of Seller's knowledge the Property complies materially (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property (including those related to zoning, building and engineering).

(d) Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

(e) Litigation. There is no pending or to Seller's best knowledge threatened judicial, municipal or administrative proceedings regarding Seller, this transaction or in any manner affecting the Property or any portion thereof or in which Seller is or will be a party by reason of Seller's ownership of the Property or any portion thereof.

(f) Notices. Seller has not received any notices from any insurance companies, governmental agencies or from any other Parties regarding any violations or other matters concerning the Property.

(g) Taxes and Assessments. Other than amounts disclosed by the Commitment, to the best of Seller's knowledge, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges levied, assessed or imposed on or against the Property.

(h) Tax Returns. Seller has filed all local, state and federal tax forms that are required to be filed by Seller, have paid all taxes due by Seller to date and will pay all such taxes that become due by Seller prior to the Closing.

(i) Underground Storage Tanks. To the best of Seller's knowledge, there are no cisterns, wells, subterranean storage or underground storage tanks on the Property and underground storage tanks have not been removed from the Property.

(j) Violation of Property Restrictions. To the best of Seller's knowledge, the Property and the current use, occupation and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements (including, without limitation, any of the Permitted Exceptions), site plan approvals, zoning or urban redevelopment plans applicable to the Property.

(k) Tax Valuation/Assessment. Seller has no knowledge and has received no notice of any proceedings pending for the correction of the assessed valuation of Real Property or any other pending or threatened special assessments affecting the Real Property.

(l) Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations and the transactions contemplated hereby. This Agreement has been, and the documents contemplated will be, duly executed and delivered by Seller and constitutes the Seller's legal, valid and binding obligation enforceable against Seller under its terms. The consummation by Seller of the sale of the



Property is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(m) No Omissions. All representations and warranties made by Seller in this Agreement, and all information in any certificate furnished by Seller to Buyer for this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer for this transaction are true and complete copies of the documents they purport to be and to the best of Seller's knowledge contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained not misleading.

(n) Leases, Service Contracts or Other Contracts. At the date of this Agreement, no leases, licenses, service contracts, or other contracts or agreements are in place regarding or related to the Property.

(o) Mechanic's Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof because of which any mechanics', laborer's or materialmen's liens or claims might arise.

(p) Assumption of Liabilities. Buyer, by the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations so assumed by Buyer or any liens or other obligations regarding the Property that result from any action or activities by or on behalf of Buyer after the Closing Date, Seller, after the Date of Closing, will pay and discharge all liabilities of each and every kind arising out of or by the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom.

(q) Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the event.

12.2. Effect of Buyer's Inspections. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

13. Environmental Compliance. In addition to and without limiting any other representations, warranties, covenants and agreements in this Agreement, Seller represents, warrants, covenants and agrees:

13.1. Hazardous Substances. Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property, any Hazardous Substance or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Property (or off-site of the Property that might affect the Property) or transported to or from the Property by any entity, firm or person, or from any source.

13.2. Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property, any Hazardous Substance or authorize any other person or entity to do so, prior to the Closing.

13.3. Environmental Indemnity. Seller shall protect, indemnify, hold harmless and defend Buyer and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement in this Section 13 including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Buyer, its agents or independent contractors.

13.4. Definitions. For the purpose of this Section 13, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(a) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(b) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

14. Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

15. Entire Agreement. This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties regarding the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Sellers and Buyer.

16. Default; Remedies, Specific Performance. This Agreement pertains to the conveyance of real property, the unique nature of which is acknowledged by the Parties. If Seller breaches or defaults under this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right (a) to specific performance of this Agreement; or (b) to terminate this Agreement upon written notice without liability to Seller. If Seller has performed its obligations under this Agreement, and Buyer defaults under the terms and conditions of this Agreement, then the Deposit shall be forfeited to Seller as liquidated damages as Seller's sole and exclusive remedy.

17. Notices. All written notices required to be given under the terms of this Agreement shall be delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below with copies to the Parties listed after such address (if any):

SELLER:

Festus Brewster  
14406 34TH AVE S  
TUKWILA WA 98168  
Telephone: (425)-301-3712

BUYER:

City of Seattle  
Seattle Department of Parks and Recreation  
300 Elliott Avenue West, Suite 100  
Seattle, WA 98119  
Telephone: (206)-902-7584  
Attn: Mikaela Montemayor, [Mikaela.montemayor@seattle.gov](mailto:Mikaela.montemayor@seattle.gov)

ESCROW AGENT:

Kalie Cyr  
First American Title Insurance Company  
555 S Renton Village PL, #760  
Renton, WA 98057  
Tel: 425-873-1680  
Fax: 866-733-8986  
Email: [teamkalie@firstam.com](mailto:teamkalie@firstam.com)  
Doc email address: [Teamkalie@firstam.com](mailto:Teamkalie@firstam.com)

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received two (2) days after deposit in the mail. Facsimile transmission of any signed original document or notice, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Holder, the Parties will confirm facsimile transmitted signatures by signing an original document.

18. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or applying such term or provision to persons or circumstances other than those which it is held invalid or unenforceable, shall not be affected; and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Waivers. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had voluntarily prepared such Agreement. If the date on which Buyer or Seller must take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

21. Time. Time is of the essence of every provision of this Agreement.

22. Force Majeure. Performance by Sellers or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

23. Successors. The terms, conditions and covenants in this Agreement shall bind upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

24. Applicable Law. This Agreement shall be interpreted and governed by the laws of the State of Washington. The venue of any legal action or claim related to this Agreement shall be in the Superior Court for King County.

25. Counterpart Signatures. This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

26. Expiration Date. This offer shall terminate if not accepted by Seller by 5:00 p.m. on June 6, 2023.

27. No Third Party Beneficiary. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties, and therefore, nothing in this Agreement express or implied shall confer upon any person any right or interest, other than directly to the Parties and their heirs, executors, personal representatives, successors and assigns.

28. Reservation of Rights and Responsibilities. Except as set forth in this Agreement, Buyer and Seller retain all rights, privileges, obligations and remedies as set forth under applicable federal, state or local laws.

29. Contingent upon Approval. This agreement is contingent upon the approval of the Seattle City Council, and in the event approval is not obtained, this agreement shall become null and void.

30. Incorporation of Exhibits. All exhibits and all other documents and instruments referenced in this Agreement shall be incorporated as a term and a part of this entire Agreement. The Exhibit List to this Agreement shall be as follows:


- **Exhibit A**      Legal Description of Property
- **Exhibit B**      King County Assessor's Parcel Map of Property
- **Exhibit C**      Permitted Exceptions

Signatures of the Parties to this Agreement are on the following page.


//

**BUYER:**

THE CITY OF SEATTLE, A WASHINGTON MUNICIPAL CORPORATION

By:   
[Christopher Williams \(Jun 5, 2023 08:02 PDT\)](#)  
Christopher Williams, Assistant Superintendent & Chief of Staff of Parks and Recreation

**SELLER:**

By:   
[FESTUsBrewster \(May 25, 2023 18:48 PDT\)](#)  
Festus Brewster

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LOT 7, BLOCK 9, GUTHRIES TERRACE PARK AN ADDITION TO CITY OF SEATTLE, PLUS THAT PORTION OF LOT 8, GUTHRIES TERRACE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 52 OF PLATS, PAGES 24 AND 25, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8;  
THENCE SOUTHEASTERLY ALONG SOUTHWESTERLY LINE 31.76 FEET;  
THENCE NORTH 3°46'17" WEST, 32.13 FEET TO THE NORTHERLY LINE;  
THENCE WESTERLY ON THE NORTHERLY LINE 20 FEET TO BEGINNING;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

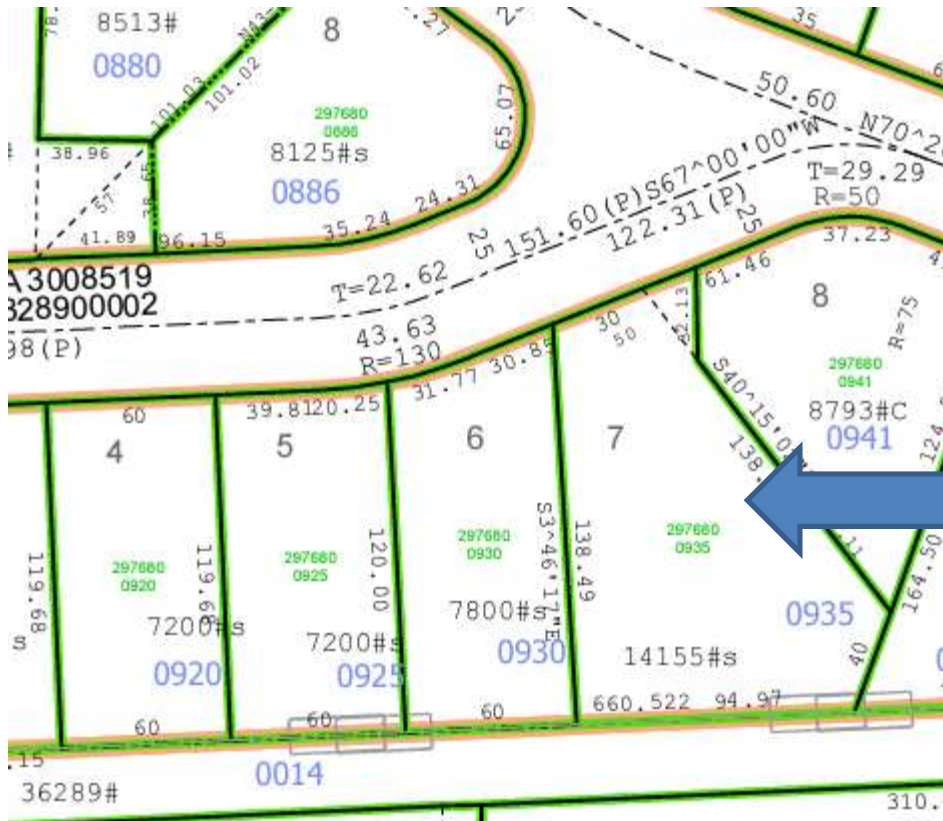
297680093509

XXXX South Fountain Street  
Seattle, Washington 98178

EXHIBIT B

KING COUNTY ASSESSOR'S PARCEL MAP OF PROPERTY

PARCEL NO. 297680-0935-09





## **EXHIBIT C**

### **PERMITTED EXCEPTIONS TITLE COMMITMENT NO. 4209-3934609**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
19. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Guthries Terrace Park Addition recorded in [Volume 52 of Plats, Page\(s\) 24-25](#).
20. Covenants, conditions, restrictions and/or easements:  
  
Recorded: March 30, 1954  
Recording No.: [4430835](#)
21. The terms and provisions contained in the document entitled "Covenant Running with the Land with Acknowledgment and Acceptance of Risk, Duty to Inform, Need for Insurance, Indemnity and Waiver"  
  
Recorded: April 30, 2008  
Recording No.: [20080430002743](#)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Parks and Recreation	Jeffrey Bishop	Justin Hellier

*\* 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 Parks and Recreation (SPR); authorizing the acquisition of real property at Taylor Creek Headwaters; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** This proposed legislation authorizes Seattle Parks and Recreation (SPR) to acquire the vacant residential lot containing 14,155 square foot, or 0.325 acre located at 6109 S Fountain St. The legislation also allows for the acceptance of the deed to the subject property for open space, park, and recreation purposes.

On August 5, 2014, Seattle voters approved the Seattle Park District to provide stable funding for operations, maintenance, development and acquisition of parks and recreation facilities and programs.

The Seattle Park District provides funding to acquire park lands, including acquisition of greenspace properties. SPR has been acquiring property within the city's greenspaces since the late 1960s. The proposed legislation authorizes SPR to acquire the property at 6109 S Fountain St in south Seattle. The acquisition of this property would expand and connect existing City-owned properties that border a broader natural area owned by King County. The property is on the south perimeter of the Taylor Creek West Fork headwater wetland.

The Taylor Creek West Fork headwater wetland is the last surviving urban headwater wetland in a salmon-bearing watershed in Seattle. While this parcel does not directly contain riparian habitat along a salmon-bearing stream, it does sit at the headwaters of Taylor Creek, one of Seattle's streams that have documented salmon spawning. Preserving this natural area will enhance the water quality of Taylor Creek. This property represents a unique opportunity to expand existing natural area corridors and preserve future conservation and recreation opportunities.

### **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

The subject property will be acquired for \$110,000 with existing appropriation within the Building for the Future BCL (BC-PR-20000) to be partially reimbursed by King County Futures Levy Funding.

**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?**

While greenspace maintenance is not at the same level as a neighborhood park, the addition of this property adjoining existing City-owned parcel will slightly increase future maintenance cost to maintain the greenspace.

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

The property owner is willing to sell the property to the City and, in doing so, is foregoing his development plans for the property. If the City does not acquire the property at this time, the owner may continue with planned development.

#### **4. OTHER IMPLICATIONS**

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

No

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

No

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

No

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

Yes – see Summary Attachment A – Map of Taylor Creek Headwater Addition

**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 acquisition of this site will expand public open park space in an underserved area. This site is outside the Rainier Beach Residential Urban Village with a gap in walkability, income, and poverty. This area lacks open space and park density as 85% of King County has higher open space and park density than this area. In addition, the acquisition of this property will add protection to Taylor Creek, which is an important resource for all of southeast Seattle and the entire city.

**f. Climate Change Implications**

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

The acquisition of this parcel will not increase carbon emissions in any material way. Rather, it is likely that preserving this open space, and the subsequent natural restoration of the site will increase carbon sequestration, leading to long-term carbon emissions reduction.

**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 action will increase Seattle's resiliency to climate change in a material way. The acquisition of this property to save open space will help sequester carbon and reduce heat island effects. This property is within the basin draining to the headwater wetland thus acquiring this property will reduce urban stormwater runoff from impervious surfaces, protect aquatic, wetland and riparian habitats, and support upland and riparian trees/forests and associated wildlife (birds, amphibians, reptiles, mammals, etc.). Having more forest upstream in the Taylor Creek watershed will help to contribute to downstream flows as we deal with hotter and drier summers.

**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)?**

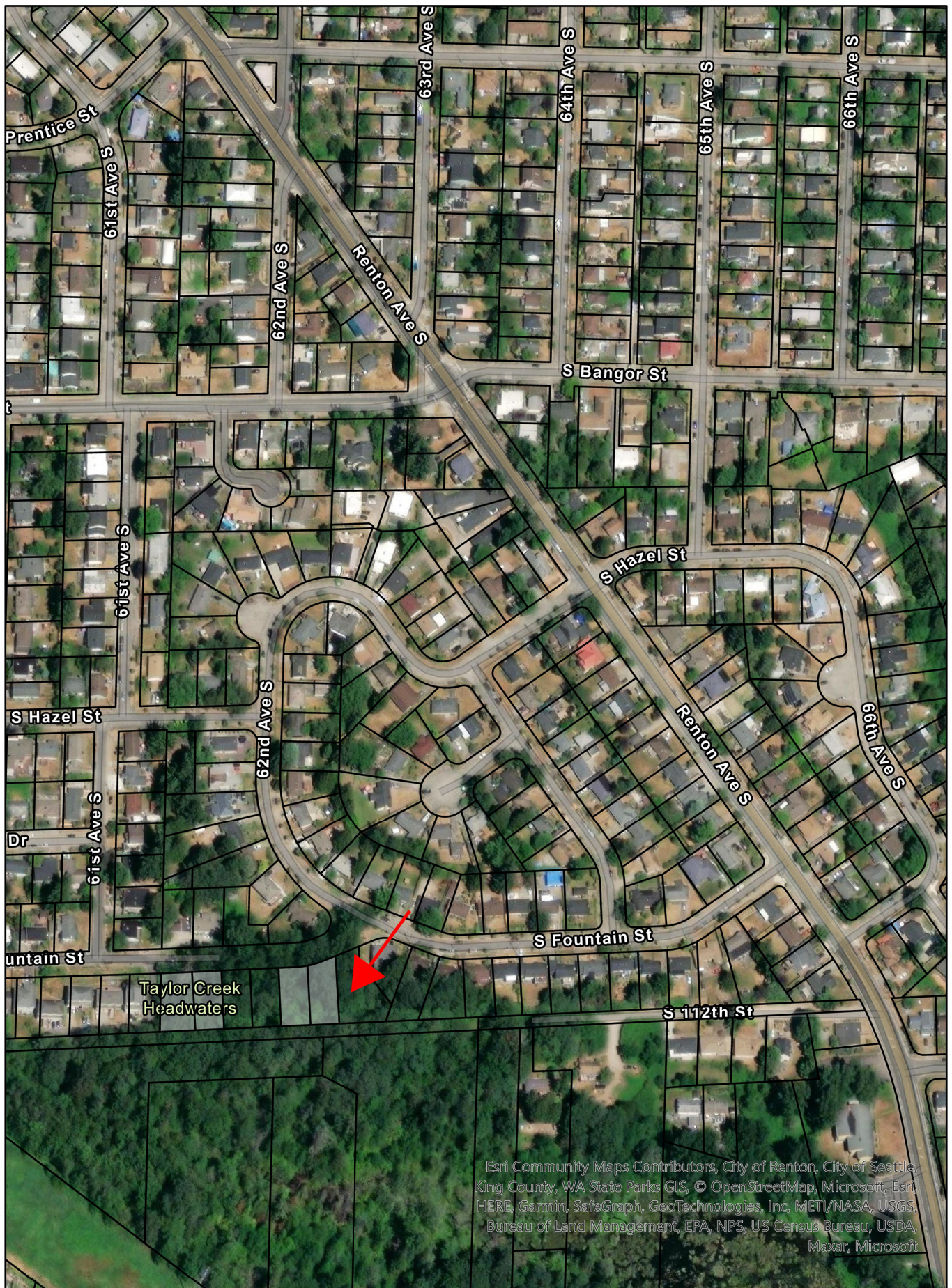
Not applicable

**Summary Attachments:**

Summary Attachment A – Map of Taylor Creek Headwater Addition



# Summary Attachment A – Map of Taylor Creek Headwater Addition Acq







## Legislation Text

---

**File #:** CB 120642, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to street and sidewalk use; amending the Street Use Fee Schedule authorized by Section 15.04.074 of the Seattle Municipal Code.

WHEREAS, Section 15.04.074 of the Seattle Municipal Code authorizes and directs the Director of

Transportation to prepare and recommend to the City Council, for passage by ordinance, a schedule of fees applicable to all street and sidewalk use permits (“the Street Use Fee Schedule” or “fee schedule”) that may take into consideration the desirability or undesirability of the use of right-of-way occupation relative to the rights of the public; and

WHEREAS, the Seattle Department of Transportation (SDOT) is removing fees for certain Street Use permits to encourage activation as part of the City’s Downtown Activation Plan; NOW, THEREFORE,

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

Section 1. The Seattle Department of Transportation (SDOT) Street Use Fee Schedule, last amended by Ordinance 126732, is replaced by the SDOT Street Use Fee Schedule attached as Attachment A to this ordinance. Otherwise, authority to adjust rates and fees as authorized in Ordinances 125945, 125706, and 125185 remains in effect.

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 \_\_\_\_\_, 2023, and signed by  
me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved /    returned unsigned /    vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

**Attachments:**

Attachment A - Seattle Department of Transportation Street Use Fee Schedule

### Street Use Fee Schedule

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

\* See Table A2. As part of the Downtown Activation Plan, no fees are assessed for these uses on a City-wide basis from the effective date of this ordinance to January 1, 2026.

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



<b>Table A2 - Uses with No Base Permit Fee</b>	
<b>Use Description</b>	<b>Use Code</b>
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
Vending (year-round issuance and renewal, site trial, temporary, and route vending) and Public Street and Sidewalk Activities (year-round, seasonal, and temporary) – From effective date of ordinance to January 1, 2026	3A, 3B, 19 series

<b>Table A3 – Modification Fee</b>	
<b>Use Description</b>	<b>Modification Fee</b>
Standard Permit Modification Issuance	\$278

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
Temporary Private Street & Sidewalk Activities – Daily Recurrence	3APRI	\$150/day after first date 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

\* As part of the Downtown Activation Plan, no occupation fees will be charged on a City-wide basis from the effective date of this ordinance to January 1, 2026.

**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
<b>Shoreline Street End (use code 11) annual occupation fee equation:</b> (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*		
	1 <sup>st</sup> Violation	2 <sup>nd</sup> Violation	3 <sup>rd</sup> + 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.

**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.

<b>Private Street &amp; Sidewalk Activities</b>	A private street and sidewalk activity is for invited guests, customers, or a select intended audience only.
<b>Year-round Business Activation Permit</b>	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.
<b>Year-round Business Activation Additional Space</b>	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.
<b>Seasonal Business Activation Permit</b>	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.
<b>Land value</b>	<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</p>

shoreline designation reasonably establishes the current per-square-foot land value of the use area in the right of way for fee calculation purposes.

<b>Use area</b>	Square footage of the permitted encroachment in the right-of-way, as authorized by Seattle Department of Transportation.
<b>Transit/Bike/Ped Impacted</b>	When a transit lane, bike lane or pedestrian sidewalk or pathway is partially closed, but mobility for the traveling public is maintained.
<b>Transit/Bike/Ped Blocked</b>	When a transit lane, bike lane or pedestrian sidewalk or pathway is closed to the traveling public.
<b>Rate of return</b>	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.
<b>Degree of alienation</b>	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.
<b>Demand probability</b>	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.
<b>Maritime Industrial Use Discount Factor</b>	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	CBO Contact
Transportation	Alyse Nelson	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 relating to street and sidewalk use; amending the Street Use Fee Schedule authorized by Section 15.04.074 of the Seattle Municipal Code.

**Summary and Background of the Legislation:** This legislation amends the Street Use fee schedule to temporarily eliminate fees for the Seattle Department of Transportation's (SDOT's) Street Use and Parking permits associated with temporary and year-long food trucks, vending carts, and small-to-medium scale street and sidewalk events and activities that are open to the public. The legislation waives fees Citywide for new permit applications issued from the effective date of this ordinance through January 1, 2026.

This action is one of several legislative actions that implement the Mayor's Downtown Activation Plan.

### 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

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

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
			(\$65,000)	(\$140,000)
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

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

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

Yes. SDOT would receive permit revenues based on vending and street event permits that are issued during the effective dates of this ordinance.

**3.a. Appropriations**

     This legislation adds, changes, or deletes appropriations.

**3.b. Revenues/Reimbursements**

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

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

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
Transportation Fund (13000)	SDOT	Permit Fees	(\$65,000)	(\$140,000)
<b>TOTAL</b>			<b>(\$65,000)</b>	<b>(\$140,000)</b>

**Is this change one-time or ongoing?**

One-time until January 1, 2026, when fees for the applicable uses will be reinstated.

**Revenue/Reimbursement Notes:**

The loss of revenue is based on estimated permit volumes SDOT has seen for vending, street and sidewalk activities, and associated no-parking permits. SDOT reviewed more than four years of permitting data to analyze potential revenue impacts. Site specific vending permits generated \$127,000 in 2019 and \$71,000 this year. SDOT issues most of their vending permits at the beginning of the calendar year. There has been a decrease in vending post-pandemic, so SDOT estimates additional permit activity would generate \$42,000 in 2023. Temporary event vending generated \$1,700 in revenue in 2019 and about \$1,000 this year to date. Street and sidewalk activities accounted for \$18,000 in 2022 although that may be an outlier as 2019 was \$6,000 and this year to date is about the same as 2019. SDOT also estimates a \$10,000 2023 and \$15,000 2024 impact from lost parking revenue due to no-fee Temporary No Park permits.

Totals (2023):

\$42,000 vending + temp vending

\$10,000 Street & sidewalk activities

\$10,000 parking

= \$62,000, rounding up to \$65,000

Totals (2024):

\$115,000 vending + temp vending

\$10,000 Street & sidewalk activities

\$15,000 parking

= \$140,000

### 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?

This legislation will remove fees for vending and small-to-medium scale street and sidewalk activities and events in the public right-of-way. The intent is to encourage more events and entrepreneurs who want to vend food in Seattle. We know many vendors are people of color and own some of Seattle's smallest businesses. Applying the fee removal citywide will also provide more equitable outcomes than just focusing on downtown. SDOT will consider translation of key documents and an ethnic media strategy as part of its implementation strategy.

**f. Climate Change Implications**

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

No

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

No

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

N/A

**Summary Attachments:**

Summary Attachment A – Street Use Fee Schedule – with edits (for reference only)

**Street Use Fee Schedule (with edits)**

<b>Table A – Base Permit Fees</b>	
<b>Permit Type</b>	<b>Base Permit Fee</b>
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

\* See Table A2. As part of the Downtown Activation Plan, no fees are assessed for these uses on a City-wide basis from the effective date of this ordinance to January 1, 2026.

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

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
<del>((Temporary Business Recovery Uses (vending) — Expire no later than January 31, 2023 and no new permit issuances allowed after passage of permanent legislation))</del>	<del>((3AA))</del>
<del>((Temporary Business Recovery Uses (cafes, displays, street closures located outside of historic districts) — 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))</del>	<del>((3AA))</del>
<del>((Temporary Business Recovery Uses (cafes, displays, street closures located inside of historic districts) — Expire no later than December 31, 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))</del>	<del>((3AA))</del>
<u>Vending (year-round issuance and renewal, site trial, temporary, and route vending) and Public Street and Sidewalk Activities (year-round, seasonal, and temporary) – From effective date of ordinance to January 1, 2026</u>	<u>3A, 3B, 19 series</u>

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

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
Temporary Private Street & Sidewalk Activities – Daily Recurrence	3APRI	\$150/day after first date 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

\* As part of the Downtown Activation Plan, no occupation fees will be charged on a City-wide basis from the effective date of this ordinance to January 1, 2026.

**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
<b>Shoreline Street End (use code 11) annual occupation fee equation:</b> (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*		
	1 <sup>st</sup> Violation	2 <sup>nd</sup> Violation	3 <sup>rd</sup> + 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

<b><u>Factor/Term</u></b>	<b><u>Description</u></b>
<b>ROW Simple</b>	A simple permit is a permit that requires minimal review, such as a dumpster or storage container.
<b>ROW Complex</b>	A complex permit requires technical review and coordination, such as a 50-foot utility trench, a tower crane or other construction staging.
<b>General Long-Term</b>	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.
<b>Public Street &amp; Sidewalk Activities</b>	A public street and sidewalk activity is open to the public.
<b>Private Street &amp; Sidewalk Activities</b>	A private street and sidewalk activity is for invited guests, customers, or a select intended audience only.

<b>Year-round Business Activation Permit</b>	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.
<b>Year-round Business Activation Additional Space</b>	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.
<b>Seasonal Business Activation Permit</b>	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.
<b>Land value</b>	<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>

<b>Use area</b>	Square footage of the permitted encroachment in the right-of-way, as authorized by Seattle Department of Transportation.
<b>Transit/Bike/Ped Impacted</b>	When a transit lane, bike lane or pedestrian sidewalk or pathway is partially closed, but mobility for the traveling public is maintained.
<b>Transit/Bike/Ped Blocked</b>	When a transit lane, bike lane or pedestrian sidewalk or pathway is closed to the traveling public.
<b>Rate of return</b>	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.
<b>Degree of alienation</b>	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.
<b>Demand probability</b>	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.
<b>Maritime Industrial Use Discount Factor</b>	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.



## Legislation Text

---

**File #:** Res 32110, **Version:** 1

---

### CITY OF SEATTLE

#### RESOLUTION \_\_\_\_\_

A RESOLUTION establishing the City's continuing support to advance a public-private partnership through future agreements between The City of Seattle, Seattle Public Schools, and the One Roof Partnership; and addressing funding needs to develop a new world-class Memorial Stadium serving students, youth, and the community and that is transformative for Seattle Center.

WHEREAS, the City Council adopted Resolution 32092 on May 16, 2023, establishing the City's support for a new Memorial Stadium through a public-private partnership to replace the 76-year-old stadium with a financially sustainable, state-of-the-art, multipurpose sports, educational, and entertainment facility of prominent design, centered on students and youth, and fully integrated with the Seattle Center campus (the "Project"); and

WHEREAS, Seattle Public Schools (SPS) and The City of Seattle ("City") issued a request for proposals and jointly selected the One Roof Partnership, an entity that includes the One Roof Foundation, Seattle Kraken, and Climate Pledge Arena, for further negotiation as a potential partner to invest in, construct, operate, and maintain the Project in partnership with SPS and the City; and

WHEREAS, the One Roof Partnership proposal for the Project is a vision for a state-of-the-art student- and community-centered facility that provides a significant investment in the lives of students, youth, and the community, and will preserve SPS's ownership and use of the facility for student athletics, graduation, and other educational purposes; and

WHEREAS, the One Roof Partnership is committed to investing in students through educational experiences, internships, and support for sports, arts, and cultural opportunities; and

WHEREAS, the One Roof Partnership Project proposal is a design that authentically relates to and integrates

with the Seattle Center landscape, and reflects its historic and community values; and

WHEREAS, the One Roof Partnership Project proposal is estimated to cost \$150 million that must be funded through a strong public-private funding partnership; and

WHEREAS, in February 2022, Seattle voters approved \$66.5 million in the SPS 2022 Building Technology Athletics and Academics (“BTA V”) levy for the Project; and

WHEREAS, the City Council approved a \$21 million investment for the Project in the 2023 City budget and also unanimously adopted Statement of Legislative Intent (SLI) CEN-602-A-002-2023, which expressed the Council’s intent to work with the Mayor and SPS to identify additional funding above the initial \$21 million for the Project, with the goal of reaching a combined total contribution of \$40 million; and

WHEREAS, the One Roof Partnership is committed to leading the fundraising effort to raise the remaining private and philanthropic dollars necessary to supplement the public funds to close the funding gap and to be responsible for any potential cost increases or cost overruns; and

WHEREAS, the financial commitments demonstrated through the partnership of the City, SPS and One Roof Partnership are essential to successfully securing the private and philanthropic funding needed to complete the project budget; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR  
CONCURRING, THAT:**

Section 1. The City Council generally supports the One Roof Partnership’s vision for a new Memorial Stadium as described in its response to the City/Seattle Public Schools (SPS) joint request for proposals, and filed with the City Clerk, in particular the commitments to invest in, develop, construct, operate, and maintain a student- and community-oriented Memorial Stadium that will be transformative for Seattle Center and to lead private and philanthropic fundraising. The City Council encourages the Executive’s project team to advance discussions on the public-private partnership consistent with the One Roof Partnership’s overall vision, and to

fully develop the range of public benefits described in their proposal for the benefit of SPS students and the Seattle Center community.

Section 2. The City Council established its intent via Statement of Legislative Intent (SLI) CEN-602-A-002-2023 to continue working with the Mayor and SPS to identify additional funding, with the goal of reaching a total of \$40 million in City funding to support specific elements of the Memorial Stadium project that would support operations of Seattle Center and expand and enhance open space connections between the campus and the stadium. Building on that intent and to support the completion of agreements to advance the Project, consistent with SLI CEN-602-A-002-2023, the City Council reaffirms its intent to work to identify additional City funding for the Memorial Stadium project anticipated to be needed in 2026-2027, leveraging funds provided by Seattle Public Schools and the One Roof Partnership.

Section 3. The City Council requests that the Mayor’s Office and Seattle Center develop the agreements necessary to implement the Project (“Agreements”) and transmit legislation to authorize the Agreements for the Council’s review and action. These Agreements will address the property and use rights between the City, SPS, and the One Roof Partnership, as well as the design and construction of the Project, the financial and legal terms for the Project’s construction, prevailing wage and labor harmony requirements, and responsibilities for the long-term operation of the Project. The Agreements will be subject to review and approval by the City Council and the SPS Board of Directors.

Section 4. The Council requests that Seattle Center, in collaboration with SPS and the One Roof Partnership, implement a community engagement process that helps to ensure that the Project welcomes and serves students and youth, fosters equity and inclusivity, integrates with and supports Seattle Center, and recognizes the importance of the site’s history.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and signed by  
me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Center	Jackie Kim	Sarah Burtner

*\* 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:**

A RESOLUTION establishing the City's continuing support to advance a public-private partnership through future agreements between The City of Seattle, Seattle Public Schools, and the One Roof Partnership; and addressing funding needs to develop a new world-class Memorial Stadium serving students, youth, and the community and that is transformative for Seattle Center.

#### **Summary and Background of the Legislation:**

The 76-year-old Memorial Stadium at Seattle Center has lacked reinvestment and needs replacement. Built in 1946-47 on land the City of Seattle donated to Seattle Public Schools (SPS) to construct, operate, and maintain an athletic facility, it serves SPS's students and the community as an essential venue for sports, entertainment, and community events.

The vision for the new Memorial Stadium is a financially sustainable state-of-the-art venue of prominent design centered on students and youth, fully integrated with the Seattle Center campus. The project fulfills important goals of the Century 21 Seattle Center Master plan to increase open space, complete the August Wilson Way cross-campus pedestrian connection, and provide essential operations facilities. The stadium must meet Washington Interscholastic Athletic Association standards under covered stands and additional seated and standing capacity on the field.

The City and SPS jointly issued a Request for Proposals (RFP) on March 20, 2023 (filed with the City Clerk), seeking a private partner to invest in, redevelop, operate, and maintain the project, in partnership with the City and SPS. On June 15, 2023, the City and SPS announced selection of the One Roof Partnership, comprised of the One Roof Foundation, Seattle Kraken and Climate Pledge Arena, for further negotiation as a potential private partner. The One Roof Partnership proposal for the Project is a vision for a state-of-the-art student- and community-centered facility that provides a significant investment in the lives of students, youth, and the community and will preserve SPS's ownership and use of the facility for student athletics, graduation, and other educational purposes. The City and SPS are developing the implementing agreements terms with the One Roof Partnership that must be reviewed and approved by the City Council and SPS Board of Directors.

Approved public funding includes \$66.5 million of voter-approved funds in the 2022 Buildings, Technology, and Academics/Athletics Capital Levy V, \$21 million approved in the City 2023-28 Capital Improvement Plan, and \$4 million approved in the Washington State 2023 capital budget. The City Council also adopted a Statement of Legislative Intent

(SLI) which expressed the Council’s intent to work with the Mayor and SPS to identify additional funding with the goal of reaching a combined total contribution of \$40 million. The One Roof Partnership has committed to lead the fundraising effort to provide the balance of the project funding.

This resolution expresses the support of the Mayor and Council for the One Roof Partnership’s vision for a new Memorial Stadium as described in its response to the City/SPS joint-RFP, reaffirms City funding consistent with the Statement of Legislative Intent CEN-602-A-002-2023, as amended by CEN-602-A-002-2023 unanimously adopted by the City Council, and requests that the Mayor negotiate agreements necessary to implement the project and transmit legislation to authorize the agreements for the review and action by the Council (the “Agreements”). These Agreements will also be subject to review and action by the SPS Board of Directors. The resolution also requests that Seattle Center, in collaboration with SPS and the One Roof Partnership, implement an additional inclusive and equitable community engagement process.

After adoption of this resolution, the next steps in the project include commencement of the community engagement process, negotiation of the Agreements, and transmittal of legislation to the Council and SPS Board of Directors for review and action.

## **2. CAPITAL IMPROVEMENT PROGRAM**

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

While this legislation does not create, fund, or amend a CIP project, it is related to the Memorial Stadium Redevelopment project – MC-SC-S9595 created in the 2023-2024 budget.

## **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?**  
No

## **4. OTHER IMPLICATIONS**

- a. Does this legislation affect any departments besides the originating department?**  
SPS and the City have joined in partnership with a shared vision for a redeveloped Memorial Stadium.

**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, Memorial Stadium which is owned by SPS and located at Seattle Center. A map is attached.

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

Redevelopment of Memorial Stadium envisions a student-centered project, providing an opportunity to bring student athletics, educational opportunities, arts, and culture together in a common, central iconic place with the intent of achieving the goals of the City's Race and Social Justice Initiative and SPS Board Policy No. 0030, Ensuring Educational and Racial Equity. The City's Language Access Program will be implemented during the community engagement process.

**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)?**

NA

**Summary Attachments:**

Summary Attachment A - Vicinity Map



**Last Revised: 01/13/2023**

- For additional information, please contact  
Seattle Center Customer Service:  
**(206) 684-7200**



## Legislation Text

---

**File #:** Appt 02657, **Version:** 1

---

Reappointment of Michael L. Reichert as member, Seattle Indian Services Commission, for a term to November 30, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Michael L. Reichert</i>		
<b>Board/Commission Name:</b> <i>Seattle Indian Services Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>SISC Governing Council</i>		<b>Term of Position: *</b> 12/1/2022 to 11/30/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Maple Valley</i>	<b>Zip Code:</b> <i>98038</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <p>Mr. Michael L. Reichert was appointed in 1979 as President &amp; CEO of Catholic Community Services of Western Washington and Catholic Housing Services. In 2002, he became President and Trustee of the Catholic Charities Foundation of Western Washington. He also served for three years as a Commissioner to the Washington State Housing Finance Commission.</p> <p>Mr. Reichert, in his current position, is responsible for combined budgets exceeding \$170 million, and manages more than 3,300 employees. He brings an extensive background in housing development, human services, employment/training programs, and financial management.</p> <p>Mr. Reichert's other activities include Board member/Treasurer at the WaHelut Indian School (Olympia), Senior Fellow with the Wildflowers Institute (San Francisco), Chairperson/Founding Father of the Low Income Housing Institute, Chief Financial Officer for the Puyallup Tribe of Indians, and Development Consultant for the North central Montana Coalition.</p> <p>Michael is a graduate of Central Washington University and is an enrolled member of the Minnesota Chippewa Tribe, White Earth Indian Reservation.</p> <p>This reappointment represents Mr. Reichert's third term.</p>		
<b>Authorizing Signature (original signature):</b> <i>Iris Friday</i> <small>Iris Friday (Jul 3, 2023 14:28 PDT)</small> <b>Date Signed (appointed):</b> <b>Jul 3, 2023</b>		<b>Appointing Signatory:</b> <i>Iris Friday</i> <i>Chair, Seattle Indian Services Commission</i>

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

## **Michael L. Reichert**

### **Current Position**

President, Catholic Community Services of Western Washington; President, Catholic Housing Services of Western Washington; President, Catholic Charities Foundation

### **Summary of Qualifications**

Visionary experienced leader, locally and nationally. Outstanding communication skills. Extensive management experience in social services, housing and advocacy organizations. Extensive knowledge of government policies. Serves as leader and organizer of the Social Services and Housing arms of the Roman Catholic Church in Western Washington. Demonstrated ability at structuring and transforming complex service organizations into integrated service delivery networks. Combined budgets exceeding \$300 million and 4,100 staff. Enrolled member Minnesota Chippewa Tribe, White Earth Indian Reservation.

### **Professional Experience**

#### **1979 – Present**

Catholic Community Services (CCS) and Catholic Housing Services (CHS), Seattle, WA

#### **President and Chief Executive Officer**

- Directs day to day activities of CCS and CHS, which combined are the largest non-profit social service organization in Washington State with an annual budget of more than \$300 million and a staff of more than 4,100.
- Formulates organizational goals and objectives. Establishes administrative and program systems.
- Approves operational policies and procedures in areas such as personnel, legal, finance, advocacy, public relations, and fund development. Oversees subordinate or affiliated organizations.
- Recruits, appoints and supervises management staff.
- Advocates for CCS/CHS clients, staff and programs. Represents CCS/CHS to the public, media and government.

#### **1995 – 1999**

Puyallup Tribe of Indians/Puyallup International, Inc. Tacoma, WA

#### **Finance Committee Member and Advisor**

#### **1975 – 1979**

Puyallup Tribe of Indians, Tacoma, WA

#### **Director of Federal Programs**

- Managed the Tribe's employment and training programs as well as all federally funded support activities.
- Served as Executive Staff to the Tribal Council.
- Represented the Tribe and National Congress of American Indians on employment, training and economic development issues before the US Congress.





**1976-1977**

Maple Valley Community Center, Maple Valley, WA

**Executive Director**

- Founded and helped fund the Greater Maple Valley Community Center in its first year of operation.
- Co-founded and elected to the Greater Maple Valley Community Council and served as its Vice-Chair for 2 years.

**1974-1976**

Small Tribe Organization

**Health Study Director, Assistant CETA Director**

- Served as Assistant Director for Employment and Training for 18 reservation and non-reservation Indian Tribes in Western Washington.
- Served as Director of Comprehensive Health Study of off-reservation Indians in Washington State. Reported results of the two-year study to the United States Congress.

**Leadership roles  
and affiliations**

Chairperson, National Catholic Housing Commission 1988-1993

Chairperson, Low Income Housing Institute 1992-1993

Chairperson, National Indian & Native American Employment & Training Coalition 1976-1979

Chairperson, McCauley Institute, Washington D.C. 1985-1991

Chairperson and President, Archdiocesan Housing Authority 1991-1999

Board member and Treasurer, WA He Lut Indian School

Vice-President and Senior Fellow, Wildflowers Institute in San Francisco

Board Member and Treasurer, Puyallup International Incorporated

Board Member, Catholic Charities USA Washington D.C. 1986-1989

Board Member, Northwest Harvest 1986-1993

Board Member, Intercommunity Housing 1991-1993

Vice-Chairperson, Greater Maple Valley Council 1976-1978

**Education**

**1970 – 1974**

Central Washington University, Ellensburg, Washington

**BA/Communication and Native American Studies – Cum Laude**

# Seattle Indian Services Commission

5 Members: Pursuant to Ordinance 103387 and Revised Charter adopted in 2012, all members subject to City Council confirmation, 3-year terms:

- 1 Mayor- appointed
- 4 Other Appointing Authority: SISC Governing Council  
(Note: Existing members represent previous appointing authorities (moving to Governing Council appointments at end of current term)).

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	F	N/A	1.	Chair	N. Iris Friday	11/1/22	10/31/25	7	Mayor
			2.	Member					Governing Council
4	F	5	3.	Member	Colleen Echohawk	1/1/21	12/31/24	2	Governing Council
4	M	N/A	4.	Member	Michael L. Reichert	12/1/22	11/30/25	3	Governing Council
4	F	N/A	5.	Member/ Treasurer	Misha Y. Rodarte	7/1/23	6/30/26	2	Governing Council

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02658, **Version:** 1

---

Reappointment of Misha Y. Rodarte as member, Seattle Indian Services Commission, for a term to June 30, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Misha Y. Rodarte</i>		
<b>Board/Commission Name:</b> <i>Seattle Indian Services Commission</i>		<b>Position Title:</b> <i>Member, Treasurer</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>SISC Governing Council</i>		<b>Term of Position: *</b> 7/1/2023 to 6/30/2026  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> <i>Bonney Lake</i>	<b>Zip Code:</b> <i>98391</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Misha Y. Rodarte brings over eight (8) years of experience in the real estate-related industry to this position. Mrs. Rodarte is currently a Commercial Real Estate Broker at Legacy Commercial, Bellevue, WA (2015 - present). Prior to her work at Legacy Commercial, Misha had extensive experience as a Paralegal, Executive Administrator/Legal Assistant in several legal firms in King County (DAL Law Firm and Marine View Law & Escrow). Ms. Rodarte's community volunteer activities include: Serving as the Board Vice President of Native Action Network (Empowering women to be leaders in their communities and beyond & encouraging civic engagement and volunteerism); and the Seattle Indian Services Commission.  This reappointment represents Ms. Rodarte's second term.		
<b>Authorizing Signature (original signature):</b> <i>Iris Friday</i> <small>Iris Friday (Jul 11, 2023 00:12 PDT)</small> <b>Date Signed (appointed):</b> Jul 11, 2023		<b>Appointing Signatory:</b> <i>Iris Friday</i> <i>Chair, Seattle Indian Services Commission</i>

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

# Misha Y. Rodarte

**A passion for being a part of a team** – A University of Washington graduate with Bachelor of Arts with a focus in International/Diversity Studies; seeking a long-term position within commercial real estate that presents options for personal growth, challenges, while maintaining a healthy balance in work/life.

## Qualifications

---

- Commercial Real Estate broker (7+ years' experience)
- Superb Executive Assistant and Administration background (5+ years' experience)
- Experience in City Development and tracking Land Use Code changes
- Able to handle heavy caseloads, event planning, calendaring, and meeting deadlines
- Enjoy meeting new people and new cultures; International experience in travel to 9 countries including Europe, Asia, and South America

## Education

---

- Rockwell Institute, Real Estate Licensing Course** – *Bellevue, WA* 2018
- Completed the required hours for WA State real estate license

**University of Washington, College of Arts and Sciences** - *Seattle, WA* 2009-2013

    - Bachelor of Arts in American Indian Studies, with a Diversity minor
    - Cumulative GPA: **3.3/4.0** - Graduation date: June 2013
    - Related course: Critical AIS issues on the UN declaration of Indigenous Rights, Indigenous Feminism, Indigenous film and Sovereignty visuals, and many Independent Studies working on various field case studies of AIS communities and issues
    - Extracurricular Campus Activities: OMDA (Office of Minority Affairs) member, EOP (Equal Opportunity Program) participant, First Nations group at UW, and member of Alpha Delta Pi sorority

**Puyallup High School** - *Puyallup, WA* 2006-2009

      - Cumulative GPA: 3.92
      - Graduate top 99% of class of 555 students

## Experience

---

- Consultant Work** – *Washington.* 7/2022- Present
- Event planning, programming and execution of celebration and conference

**Commercial Real Estate Broker, Legacy Commercial** – *Bellevue, WA.* 9/2015- Present

    - License in the State of Washington – License # 21007188
    - Asset management, leasing and legal matters
    - Hire experts for projects, redevelopment, and tenant improvements
    - Manage all acquisitions and sales of real estate properties in the US and Canada
    - Invoice and billings approval

**Paralegal, DAL Law Firm** – *Normandy Park, WA.* 4/2016- 5/2017

      - Client relations- verifying appointments and communicating updates on files via phone & in writing
      - Drafting legal documents
      - Case Management through follow-up communication with clients, lenders, and court trustee
      - Drafting of master worksheets for the law firm
      - Social Media updating and drafting of blog posts

**Executive Administrator /Legal Assistant, Marine View Law & Escrow** -*Des Moines, WA.* 8/2013- 9/2015

        - Assist with daily tasks and up-keep in the office and client's file and relations
        - Office management: Greet clients, answer phones, calendaring, and follow-up calls
        - Correspondences with clients i.e. send fax, emails, letters, and UPS/FedEx shipping drop-offs
        - Personable and able to conduct professional client appointments
        - Account management including taking payments, bank deposits, and Quickbooks entries
        - Prepare large files including bankruptcy filing, HAMP- home loan modifications, and real estate cases

**AVID Tutor, Puyallup School District** - *Puyallup, WA* 1/2011- 8/2013

          - Work with all grade levels, and all subjects
          - Must be knowledgeable in core studies and electives
          - Superior problem-solving skills and study habits

**USA Team Member & National Speed Circuit (NSC) Athlete** – *Seattle, WA* 8/2011 – 5/2015

            - Overall US Champion 2014

- Competed in three World Championships, qualified for four championships
- USADA Athlete registered with the US Olympic Committee
- First Alternate for the World Games in 2013 in Colombia
- First Alternate for the Pan American Games in 2012 in Mexico

## Certifications and Technical Skills

---

Public Notary in the State of Washington – License # 181734, Commission expiration 11/19/2023

Superior communication skills- through arts and language - written and verbal

English (Fluent); Navajo Language (Conversational); French (Basic); Spanish (Novice- intro learning)

Computer skills- proficient in MS Office, Skyline, Photoshop, Adobe, Quickbooks, Lawpay, Clio, and Conflict-Data Base

Social Media knowledge and management - including Facebook, Twitter, Instagram, Blogs, etc.

## Honors/Awards/Scholarships

---

Bellevue Chamber of Commerce- New Executives participant	6/2021
Certificate in Local Planning – Washington Dept of Commerce	3/2016
Award for Excellent Leadership from NAN Cohort	2018-2019
USA Team speed skater: 4 times represented Team USA as Overall Sprint Champion	2011-2014
University of Washington Dean's List, GPA 3.5 and above: 3.85	2013
University of Washington Dean's List, GPA 3.5 and above	2012
University of Washington OMDA/EOP Award Recipient- <i>Robert and Nancy Knight Scholarship</i> (\$3000)	2012
University of Washington Undergrad Grant Recipient (\$9366)	2012
Mary Gates Leadership Scholar and <i>Scholarship</i> (\$4000)	2012
Professional Olympic Caliber Athlete - USOC Elite Athlete Health Insurance	2012
Navajo Nation - <i>Chief Manuelito Scholar</i> (\$7000)	2011-2013
Washington State Indian Gaming Commission (\$2000)	2012
Washington State Indian Education for Higher Education Scholarship (\$1500)	2012
USA Roller Sports Scholarship - <i>Higher Education</i> (\$4000)	2012

## Volunteerism

---

<b>Native Action Network Board Vice President</b>	11/2022 - Present
- Board Member since November 2022	
- Weekly board meetings; plan events and assist with programs	
- Fundraising and application writing	
<b>Seattle Indian Service Commission</b>	8/2020 – Present
- Position: Volunteer Commissioner	
- Monthly meetings with occasional special sessions	
- Sub-chair for the Planning and Development team	
- Help with collecting community input and hosted several community outreach sessions in 2020-21.	
<b>Northwest Parkinson's Foundation</b>	5/2018
- Volunteered for the annual fundraising gala	
<b>Native Action Network</b>	4/2013 – 6/2020
- Position: Youth Academy Coordinator and Communications Facilitator	
- Promotions and Communications through all social medias	
- Native American Women's Youth Leadership Conference organization and participant accommodation	
- Empowering women to be leaders in their communities and beyond	
- Encouraging civic engagement and volunteerism	

## References

---

Darcel Lobo, DAL Law Firm –Normandy Park, WA.

[REDACTED]  
[REDACTED]

Iris Friday, Native Action Network -Seattle, WA.

[REDACTED]  
[REDACTED]

*\*Additional References Upon Request*

*\*Letters of Recommendation Upon Request*

# Seattle Indian Services Commission

5 Members: Pursuant to Ordinance 103387 and Revised Charter adopted in 2012, all members subject to City Council confirmation, 3-year terms:

- 1 Mayor- appointed
- 4 Other Appointing Authority: SISC Governing Council  
(Note: Existing members represent previous appointing authorities (moving to Governing Council appointments at end of current term)).

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	F	N/A	1.	Chair	N. Iris Friday	11/1/22	10/31/25	7	Mayor
			2.	Member					Governing Council
4	F	5	3.	Member	Colleen Echohawk	1/1/21	12/31/24	2	Governing Council
4	M	N/A	4.	Member	Michael L. Reichert	12/1/22	11/30/25	3	Governing Council
4	F	N/A	5.	Member/ Treasurer	Misha Y. Rodarte	7/1/23	6/30/26	2	Governing Council

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02659, **Version:** 1

---


Appointment of Greg P. Ramirez as member, Labor Standards Advisory Commission, for a term to April 30, 2025.

The Appointment Packet is provided as an attachment.





## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Greg P. Ramirez		
<b>Board/Commission Name:</b> Labor Standards Advisory Committee		<b>Position Title:</b> Member, Position 5
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		<b>Term of Position: *</b> 5/1/2023 to 4/30/2025  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> District 2	<b>Zip Code:</b> 98108	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> As the Director of Organizing and now Deputy Director of SEIU6, it is my mandate to advocate in the interests of property service workers in Seattle and King County. The workforce SEIU6 represents is largely immigrant and majority persons of color. Our members speak more than 26 languages, and they work in industries where union representation is critical to ensure safety on the job, livable wages, and leverage against exploitation. SEIU6 members have firsthand experience with the profound impact workplace standards and policies can have on their lives. Our members were instrumental in the Fight for 15 at SeaTac, a major shift that continues to transform their lives and livelihoods, as well as the communities surrounding the airport. Work standards and policies have huge impacts on property service workers, and I will bring their interests with me to the table at the Labor Standards Advisory Commission.		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 8/2/2023		<b>Appointing Signatory:</b> Bruce A. Harrell Mayor of Seattle

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

# Greg P. Ramirez



## Summary of Qualifications

---

- Knowledgeable of Federal, State, and local labor laws
- Dedicated to eliminating barriers to good pay and long-term work
- Fighting for employee rights and ensuring more equitable access to livable wage jobs
- Develop and maintain strategic partnerships with faith, community and labor groups
- Knowledgeable of labor agreements/collective bargaining and the grievance procedure
- Strong communication skills; ability to effectively work within a team setting and with community partners
- Efficiently handle multiple tasks; pays close attention to details, and works well under pressure
- Dedicated hard worker who is self-motivated, with strong time management, flexibility, and cooperation skills

## Professional Experience

---

**SEIU6 Property Services NW – Seattle, WA**

03/2023 – Present

### **Deputy Director/Chief of Staff**

- Assists the President in the planning, implementation and development of SEIU6 strategies and programs, including policy development, stakeholder engagement, research collaborations, and other projects that advances SEIU6 mission
- Lead all teams, establish good communication, and unite staff across the organization to keep programs/campaigns moving forward
- Oversee organizational development, including strategic planning, staff development, annual budgets, and capacity building
- Work closely with labor allies, elected officials, employers and other outward facing stakeholders

**SEIU6 Property Services NW – Seattle, WA**

01/2019 – 03/2023

### **Director of Organizing**

- Responsible for leading a team of 3 External Organizers that work to grow our union
- Analyze, select, and supervise external organizing campaigns to grow our labor union.
- Run comprehensive organizing campaigns that include leader development, field work, research, politics, and coalition work
- Supervise, mentor, develop and evaluate organizing staffs performance; motivate staff to meet and exceed campaign goals
- Assist the Local leadership and International Union with the development and implementation of our overall organizing strategy (local and national level)

**Director of Internal Organizing**

- Responsible for leading a team of 6 Internal Organizers/Union Representatives that enforce the Collective Bargaining Agreements for 7,000 Union Members throughout the State of Washington.
- Guide organizers and member leaders to create an internal organizing structure that is effective at resolving issues, maintaining membership, and mobilizing members to take action around improving wages, benefits and working conditions.
- Create, implement, track and oversee strategic contracts and worksite campaigns around specific issues including budget cuts, contract negotiations, health & safety issues, etc.
- Supervise, mentor, develop and evaluate the Organizer's performance; motivate staff to meet and exceed campaign goals

**SEIU6 Property Services NW – Seattle, WA**

**07/2011 – 12/2018**

**Lead Union Organizer/Representative**

- Represent over 1,700 Security Officers throughout Washington State and ensure the Collective Bargaining Agreement is being enforced
- Act as a negotiator in contract bargaining with 7 Security Contractors, some of which make up the largest Security firms in the U.S. and Internationally
- Engage with union membership and inform them of their basic worker rights, benefits, and the support we offer as a labor union
- Periodically oversee a group of 10-15 Member Organizers who participate in campaigns to organize workers into the union, campaigns to strengthen the collective bargaining agreements or the Union as a whole

**YouthCare James W. Ray Orion Center – Seattle, WA**

**04/2010 - 07/2011**

**Job Developer/ Employment Placement Specialist**

- Initiate and maintain ongoing personal contacts with a variety of businesses, union and industry representatives
- Make cold calls to potential employers; locate jobs and/or internships for participants who have successfully completed job training programs
- Keep abreast of the employer satisfaction of job placements by contacting employers regularly to provide follow-up as well as follow-up to ensure participant satisfaction
- Teach job readiness training workshops with a focus on job search techniques, resume and cover letter writing, interview skills, and workplace etiquette
- Work with other Case Managers to track and ensure positive outcomes with our clients

**King County Prosecutor's Office – Seattle, WA**

**06/2005 - 04/2010**

**Legal Administrative Specialist**

- Notify Defendants of upcoming court dates
- Organize and maintain the file area in Felony Records and Closed Files; re-file prosecutor files after court calendar and arrange the delivery of case files needed during trial
- Oversaw the shipment and retention of old case files (Knowledgeable of WA State retention laws and Public Disclosure Act)
- Provide general administrative support to Deputy Prosecutors and other PAO staff

- Train new hires of office duties, policies and procedures
- Highly independent work; required strong time management skills and self direction

## Education and Certifications

---

<b>CUNY School of Labor &amp; Urban Studies — New York, New York</b> Movement Leader Fellowship	12/2022
<b>Antioch University— Seattle, Washington</b> Case Management Best Practices Certificate Program	12/2010
<b>Western Washington University— Bellingham, Washington</b> Bachelor of Arts / Pre-Law (Law & Diversity)	06/2005
<b>Bellevue Community College— Bellevue, Washington</b> Associate of Arts	12/2002

## Professional Affiliations

---

<b>Georgetown Community Council Board of Directors</b> <i>Chair</i>	Current
<b>Martin Luther King County Labor Council</b> <i>Delegate</i>	Current
<b>SEIU Local 6 Staff Union</b> <i>President</i>	Previous
<b>City of Seattle Human Rights Commission</b> <i>Commissioner</i>	Previous
<b>Sound Transit</b> <i>Diversity Oversight and Project Labor Agreement Committee</i>	Previous
<b>Seattle Housing Authority</b> <i>Section 3 Oversight and Advisory Committee</i>	Previous
<b>Employment Action Resource Network (EARN)</b> Recruitment Chair	Previous

# Labor Standards Advisory Commission

**15** Members: Pursuant to *Ord. 124643*, *all* members subject to City Council confirmation, **2**-year terms:

- **7** City Council-appointed
- **7** Mayor-appointed
- **1** Other Appointing Authority-appointed (specify): Commission-appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Commissioner	Vacant	5/1/23	4/30/25		Mayor
			2.	Commissioner	Alexis Rodich	5/1/22	4/30/24	2	Mayor
			3.	Commissioner	Vacant	5/1/23	4/30/25		Mayor
			4.	Commissioner	Annie Wise	5/1/22	4/30/24	2	Mayor
		2	5.	Commissioner	Greg P. Ramirez	5/1/23	4/30/25	1	Mayor
			6.	Commissioner	Vacant	5/1/22	4/30/24		Mayor
			7.	Commissioner	Diana Ochoa	5/1/21	4/30/23	1	Mayor
			8.	Commissioner	Danielle Alvarado	5/1/22	4/30/24	1	City Council
			9.	Commissioner	Will Pittz	5/1/21	4/30/23	2	City Council
6	F	1	10.	Commissioner	Dustin Lambro	5/1/22	4/30/24	1	City Council
			11.	Commissioner	Gay Gilmore	5/1/21	4/30/23	2	City Council
6	F	NA	12.	Commissioner	Ilona Lohrey	5/1/22	4/30/24	2	City Council
6	M	NA	13.	Commissioner	Billy Hetherington	5/1/21	4/30/23	1	City Council
1	F	3	14.	Commissioner	Jeanie Chunn	5/1/22	4/30/24	2	City Council
1	M	2	15.	Commissioner	Joel Shapiro	5/1/21	04/30/23	1	Commission

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02660, **Version:** 1

---

Reappointment of Phillip Meng as member, Board of Parks and Recreation Commissioners, for a term to August 31, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Phillip Meng		
<b>Board/Commission Name:</b> Board of Parks and Recreation Commissioners		<b>Position Title:</b> Commission Seat #6
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 9/1/2023 to 8/31/2026 <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> Downtown	<b>Zip Code:</b> 98101	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <p>Phillip Meng, a recent graduate from the University of Washington, has served the Board of Parks and Recreation Commissioners for the past year in his role in the Get Engaged program through the YMCA. Phillip has been a dedicated and active member of the BPRC, regularly attending meetings, asking incisive questions, preparing and researching for issues ahead of time, and generally going above and beyond the call of duty. Phillip has a deeply analytic mind, and pushes Seattle Parks and Recreation staff to support policy decisions with accessible and clear data. His work with the BPRC dovetails with his concurrent service on the Community Technology Advisory Board. However, Phillip is also a compassionate and human-focused young man. In his own words:</p> <p>"I have been involved in environmental issues, from political canvassing to serving as an Undergraduate Fellow at UW's Center for Environmental Politics. Through a UW student organization I founded, the Polling and Open Data Initiative at the University of Washington, I have led a project to better understand minority &amp; youth experiences with state parks in partnership with the Washington State Parks Foundation. I also worked with the Green Seattle Partnership to better visualize ecological monitoring data. These experiences have deepened my interest in recreation; I would love to help make public spaces more welcoming and inclusive to diverse communities, enable community engagement, and work on other priorities as part of the Parks and Recreation or Urban Forestry Commissions."</p>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 8/9/2023s		<b>Appointing Signatory:</b>  Bruce A. Harrell Mayor of Seattle

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

# PHILLIP MENG

## EDUCATION

### University of Washington

BA, triple major in Information Systems, Global and Regional Studies, Finance

GPA: 3.99/4.0

Seattle, WA

Graduating 2023

Dean's List

Mary Gates Honors Scholar | College Honors | Departmental Honors | Phi Beta Kappa

Undergraduate Fellow, Center for Environmental Politics

Current research topics:

- Consumer behavior and digital platforms
- Public consultations in the European Union

## EXPERIENCE

### Boston Consulting Group (BCG)

Summer Associate

Seattle, WA

June 2022 - present

### Qualtrics

Financial Analyst (part-time) and FP&A Intern

Seattle, WA; Provo, UT

June 2021 - June 2022

- Finance partner to Certification and XM Institute organizations. Budgeted for FY22 annual strategic planning, including revenue, headcount, and expense planning. Aligned spending with executive priorities.
- Piloted new analytic platform; reported weekly metrics to executive team

### Foster Consulting Program (UW Consulting Center)

Project Manager and Consultant

Seattle, WA

January 2021 - May 2021

- Led six-consultant team on research-to-implementations project for national wholesaler: demonstrated automated supply chain data management system (for >\$1M in transactions) and recommended new marketing strategy

### Henry M. Jackson School of International Studies, University of Washington

Research Assistant for Professor Sabine Lang, Chair of European Studies

Seattle, WA

November 2020 - present

## LEADERSHIP & PROJECTS

### Polling and Open Data Initiative at the University of Washington

Founder and Executive Director

Seattle, WA

August 2020 - present

Built organization that creates public-interest data science & analytics projects (featured in [UW Daily](#))

### Business Impact Group

President

Seattle, WA

May 2022 - present

Lead the University of Washington's largest impact consulting organization, which deploys 100+ consultants to serve over 25 small businesses and nonprofits per year

### Jackson School Journal of International Studies

Editor in Chief

Seattle, WA

April 2022 - present

Lead and edit the University of Washington's peer-reviewed academic journal in international affairs

## SERVICE & OTHER ACTIVITIES

**Academic:** American Association for Public Opinion Research (*Pacific Chapter Executive Council*)

**Community:** City of Seattle Digital Equity Committee • Seattle Technology Matching Fund Review Board

**Other:** 2021 Lavin Innovation Studio (*Programs Chair*)

**Publications:** "A Conversation with HASC Chair Adam Smith on Deterrence and Arms Control," *Jackson School Journal of International Studies*, Fall 2022 (forthcoming)

**Certifications:** Bloomberg Market Concepts • Agile with Jira - Atlassian University • Foster Excel Credential • Qualtrics CoreXM, CustomerXM, EmployeeXM Expert



## BOARD OF PARKS AND RECREATION COMMISSIONERS

**15** Members: Pursuant to *Ordinance 126325*, *all* members subject to City Council confirmation, **3**-year terms:

- **7** City Council-appointed
- **8** Mayor-appointed
- **#** Other Appointing Authority-appointed (specify):

### Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	5	1.	At-Large	Jessica Farmer	4/1/21	3/31/24	2	Mayor
6	M	6	2.	At-Large	Joshua Seyfried	4/1/22	3/31/25	1	Mayor
			3.	At-Large	Vacant	4/1/19	3/31/22		Mayor
3	M	3	4.	At-Large	Pasqual Contreras	4/1/20	3/31/23	1	Mayor
			5.	Get Engaged	Vacant	9/1/22	8/31/23	1	Mayor
1	M	7	6.	Commission Seat	Phillip Meng	9/1/23	8/31/26	1	Mayor
			7.	Commission Seat	Vacant	4/1/20	3/31/23		Mayor
			8.	Commission Seat	Vacant	4/1/21	3/31/24		Mayor
7	M	1	9.	City Council Dist. 1	Justin Umagat	4/1/21	3/31/24	1	City Council
2	F	2	10.	City Council Dist. 2	Andrea Stuart-Lehalle	4/1/22	3/31/25	1	City Council
	M	3	11.	City Council Dist. 3	Marlon Dylan Herrera	4/1/21	3/31/24	2	City Council
			12.	City Council Dist. 4	Vacant	4/1/20	3/31/23		City Council
			13.	City Council Dist. 5	Vacant	4/1/20	3/31/23		City Council
6	F	6	14.	City Council Dist. 6	Amy Brockhaus	4/1/22	3/31/25	1	City Council
2	M	7	15.	City Council Dist. 7	Stafford Mays	4/1/22	3/31/25	1	City Council

### SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02661, **Version:** 1

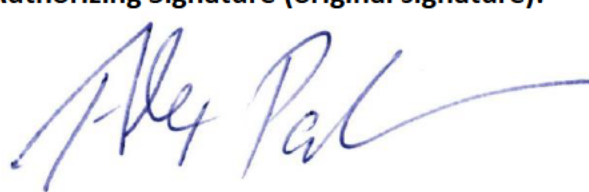
---

Appointment of Herb Krohn as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Herb Krohn</i>		
<b>Board/Commission Name:</b> <i>Seattle Freight Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 6/1/2023 to 5/31/2025  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>University/Roosevelt</i>	<b>Zip Code:</b> <i>98105</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Herb Krohn has an extensive background in rail and currently works as a freight railroad conductor and switch person. Herb is also an active member of the rail workers union and possesses a deep expertise regarding goods movement flow in rail and intermodal facilities.</i>		
<b>Authorizing Signature (original signature):</b>    <b>Date Signed (appointed):</b> 8/17/2023		<b>Appointing Signatory:</b> <i>Alex Pedersen</i> <i>Councilmember</i>

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

---

#### **QUICK SUMMARY OF QUALIFICATIONS:**

- Skilled in conveying complex information to public officials and special interest groups.
- Team building, leadership, and cooperative problem-solving abilities joined with pragmatic and grounded interpersonal skills, resulting in successful conclusions/results.
- Proven ability to establish and maintain excellent working relations with governmental officials.
- Proficient legislative advocacy techniques and strategic reasoning skills, able to quickly ascertain situations with necessary flexibility to maximize effectiveness.
- Expertise in community affairs and public policy development.
- Excellent professional reputation for objectivity, and sincerity as well as a cooperative easygoing disposition.
- Extensive research, legal, investigatory, and interviewing skills.
- Recognized for extensive participation in and contributions to community organizations, government, and private industry.
- Impeccable reputation for honesty, integrity, dedication, accountability, and commitment.
- Experienced in monitoring, analyzing and tracking local, state, and federal legislative activity.
- Reputation for tenacity, persistence, dedication and professionalism in pursuing & achieving legislative & policy goals with very limited resources, even against the opposition of extremely powerful entities with unlimited financial resources.

#### **SUMMARY OF 35+ YEARS EXPERIENCE PERTAINING TO PUBLIC POLICY AND LEGISLATIVE ACTION:**

- Elected Washington State Legislative Director – SMART Transportation Division/United Transp. Union – 2012 – Present.
- Appointed to Permanent Committee on Economic Development and Transportation-Wash. State Labor Council 2011-Present.
- Elected Board Member –Washington Mainstream, 2007 – Present.
- Elected Local Legislative Representative – UTU Local 1348, 2007 – Present.
- Elected Local Chairperson (Business Rep.) – UTU Local 1348-B Committee of Adjustment, 2007 – Present.
- Elected Co-Chair, Seattle Metropolitan Election Committee, 1992-2000 & 2001- 2006.
- Elected Board Member, Equal Rights Washington (formerly Discrimination Free Washington), 2004-Present.
- Elected Steering Committee Member, Seattle Metropolitan Election Committee (SEAMEC), 1986-Present.
- Elected Precinct Committee Officer, GOP, 1982-1998, 2002-2006, 2008-2010.2012-Present.
- Elected Delegate to numerous District, County and State Conventions (GA & WA) 1980-Present.
- Campaign worker and activist, in numerous Candidates, Parties, Issues and Causes, 1971- Present.
- Appointed to Transition Team of Port Commissioner Lloyd Hara (D) upon his Election as County Assessor – 2009.
- Elected President - SMART Transp. Div./United Transp. Union-Local #1348, 2009-present, Elected Vice Pres. 2004 – 2009.
- Elected Board Chairman – SMART Trans. Div./United Transportation Union Washington Legislative Board, 2008-2012.
- Elected Board Chairperson – Equal Rights Washington Political Action Committee, 2006-2016.
- Elected Board Member, Queen City Development Authority, 2003-2006.
- Seattle Police Warrant Officers – Elected Union Shop Steward – Teamsters Local # 763, 2000-2005.
- Member, Legislative Committee and Candidate Evaluation Committee, Equality Washington 1996-98.
- Member, Target 1998 Legislative Campaign Organizing Committee.
- Legislative Assistant, Field Organizer, Campaign Advisor – WA. Citizens for Fairness 1996-96 (Paid).
- Successfully Lobbied WA. State Legislature for passage of Chapter 99, 1992 Laws of Wash. 1991-92.
- Successfully Lobbied Seattle City Council to enact the Whistleblower Protection Ordinance, 1990-91.
- Successfully Lobbied Seattle City Council to transfer Criminal Warrants Unit from SMC to Police, 1990-92.
- Candidate and GOP Party Nominee, 32nd Legislative District, Washington State Senate, 1986.
- Party Chairman, 32<sup>nd</sup> Legislative District Organization, GOP, 1984-86.
- Internship, King County Office of the Prosecuting Attorney, 1984.
- Volunteer, Orion Center's Shelter for Runaway Youth, 1984.
- Volunteer, King County Dept. of Youth Services, 1983.
- Page, U.S. House of Representatives, Hon. Jack T. Brinkley (Democrat) GA. 3rd Congressional Dist. 1979.
- Intern – Chattahoochee Judicial Circuit (GA.) – Superior Court Judge Kenneth B. Followill 1977.
- Intern – Chattahoochee Judicial Circuit (GA) – District Attorney's Office - Hon. William Smith – Dist. Atty. – 1978.

#### **PROFESSIONAL EXPERIENCE:**

*(Several position dates overlap due to the flexible and changing nature of the work involved.)*

**Washington State Legislative Director (elected)** – SMART Transportation Division formerly United Transportation Union – 2012 to Present - Represents our statewide rail labor membership (AMTRAK, Union Pacific, BNSF, and numerous short line railroads) in matters pertaining to rail operational public safety, legislative and regulatory activity, employee safety, economic development, freight and passenger mobility, industrial land preservation, as well as taxation and economic credits. Renowned for reinvigorating the moribund Washington State Legislative Board office by leading the way by initiating nationally recognized landmark state rail and public safety legislation and fighting for conservation of port and industrial lands; in the process becoming a renowned spokesperson for public and employee rail safety initiatives, and advocacy for increased job creation from trade.

---

**PROFESSIONAL EXPERIENCE (Continued):**

**Local Chairperson (elected)**, SMART Transportation Division (UTU) Local 1348-B Committee of Adjustment, Seattle, WA. (2007–Present) Provide business services as the Union Pacific Train Service Employees Elected Representative. Handle grievances, pay claim discrepancies and disputes, and represent members in Administrative Hearings pertaining to carrier discipline. Investigate accidents and incidents as well as research numerous complex labor agreements to determine whether or not a claim or grievance is valid. Respond to members and carrier requests for service on a 24/7 basis, act as a mediator between carrier and the membership, handle allegations of contractual violations, write and file detailed discipline and pay claim appeals with the carrier, monitor workplace conditions and act to resolve conflicts and disputes. Developing a strong reputation for responsiveness and dedication. Successfully led passage & enactment of ESHB 1105 - Chapter 333, Laws of Wash. 2017 – Contract Rail Crew Transp. Safety; Successfully led passage & enactment of HB 1841 – Chapter 170, Laws of Wash. 2020 – Establishing Minimum Crew Size on Trains; successfully obtained passage of numerous budget provisos, amendments to bills, executive orders, and other legislative matters.

**Brakeperson/Switchperson/Foreperson/Conductor**, Union Pacific Railroad (2003-Present) & Burlington Northern Railroad, Seattle, WA. (1992-93) Build, staff and operate local and long haul trains, assist in operating and servicing locomotives in a highly detailed and technical position that requires a working knowledge of the rules of operations governing train movements. Pull and spot railcars for industrial customers, utilize remote control locomotive technology as a yard switchman and supervise union employees while serving as assigned foreman. Maintain a Class 6 Locomotive Engineers License for Remote Control operations. Earned reputation for exemplary safety record.

**Warrant Officer**, Seattle Police Department, Seattle, WA. (1984-2002)

Process and serve warrants issued by municipal court. Locate, identify and apprehend defendants, investigate criminal cases, question and identify defendants and victims. Noted for the ability to procure the cooperation of hostile criminal defendants, reluctant victims, hesitant witnesses and other parties, as well as maintaining attention to detail even under staggeringly heavy caseloads. Independent initiative and diligence prompted the City of Seattle to improve payment processing and collection efficiency, resulting in increased City revenues totaling millions of dollars. Initiated reform efforts within the City of Seattle's Criminal Justice System to enhance the effectiveness and efficiency of criminal warrant services, this culminated in the transfer of the warrant unit from Municipal Courts to Police in 1992. (Position under jurisdiction of Seattle Municipal Court from 1984-1992.)

**Investigator**, Joden & Associates, Seattle, WA. (1989-1991)

Conducted investigations and research; gathered information by observation and surveillance. Commended for diligence, thoroughness, and attention to detail.

**Manager**, Brass Connection Restaurant, Seattle, WA. (1983-1992)

Supervised and trained security staff, with emphasis on security incident response and asset protection measures. Developed and enforced corporate safety and security policies. During assignment as assistant general manager (1983-84) conducted daily accounting, bookkeeping, and administrative duties. Instrumental in resolving conflicts and problems. Valued for implementing efficiency programs, substantially reducing excessive labor costs, increasing and stressing consistency in all areas especially customer services, and significantly reducing internal losses and theft. Appreciated for dedication and trustworthiness.

**Insurance Investigator**, American Service Bureau, Inc., Seattle, WA. (1982-1984)

Completed over 1,800 in-depth background investigations for insurance companies including financial, health, and lifestyle histories. Valued for detail-orientation and known for the ability to gain the cooperation of reluctant and uncooperative investigatory subjects, and the skill in developing outside information sources.

**Director of Operations**, Columbus Astros, Columbus, GA. (1975-1980)

Administered and coordinated staff, stadium operations, ticket sales, concessions, and equipment for Houston Astros minor league team. Gained extensive experience in all phases of operations. Commended for commitment to the organization and willingness to provide any and all services requested, above and beyond the required responsibilities.

**EDUCATION:**

Public Policy and Political Affairs/Pre-Law - Antioch University, Seattle, WA.

General studies - Seattle Central Community College, Seattle, WA.

Columbus State University (Formerly Columbus College), Columbus, GA.

**HONORS:**

Special Honor for 14 years of dedicated vision, leadership and community service, SEAMEC, 2000.

Nominee, Seattle Municipal League's Public Employee of the Year, 1994.

Nominee, Seattle's Jefferson Awards for Public Service, 1992.

**TECHNICAL SKILLS:**

**Commercial Software:** Microsoft Office Suite & 365, Outlook, Quicken, Windows, Edge, Dropbox, Mozilla Firefox.

**REFERENCES/ADDITIONAL DOCUMENTATION:**

Personal and professional references along with additional supporting documentation available upon request.

# Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	M	3	3.	Member	Erik Nielsen	6/1/2023	5/31/2025	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2023	5/31/2025	2	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2023	5/31/2025	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2023	5/31/2025	2	Mayor
6	M	6	10.	Member	Waylon Robert	6/1/2023	5/31/2025	1	City Council
6	M	6	11.	Member	Stan Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02662, **Version:** 1

---

Appointment of Erik Nielsen as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Erik Nielsen</i>		
<b>Board/Commission Name:</b> <i>Seattle Freight Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 6/1/2023 <b>to</b> 5/31/2025  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Capitol Hill</i>	<b>Zip Code:</b> <i>98112</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Erik Nielsen is a lifelong Seattleite and an academically trained supply chain and logistics professional with a focus on the business aspects of the field. He is interested in the climate and safety impacts of the freight industry.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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





## EDUCATION

### University of Washington

Class of 2020 at the Michael G. Foster School of Business

Majored in Business Administration with Concentrations in Information Systems and Operations/Supply Chain Management

## Volunteering

### Seattle Chapter Lead

New Liberals Political Advocacy Group

### Volunteer

-Sound Transit Everett Link Community Advisory Group  
-Archdiocese of Olympia Refugee Resettlement Organization

## AWARDS

### First Place Team - 2021

World Commerce and Contracting Leaders of the Future Case Competition, Americas Region

### First Place Team - 2019

Boeing Supply Chain Intern Case Competition

### First Place Team - 2019

Georgetown University McDonough Business Strategy Challenge

### Finalist Team - 2018

Russell Investments International Case Competition

### St. Thomas Moore Leadership Award

Bishop Blanchet High School

### National Congressional Debate Semifinalist

National Tournament, 2015

### Eagle Scout

Troop 80, Seattle, 2009-2016

## EXPERIENCE

### Contracts Regional Support

BCA Sales and Marketing – Global Leasing, January 2023 - Present

- Organized team activities through multiple aircraft campaigns, negotiations and settlements with leasing customers
- Collaborated across sales functions (including sales, marketing, customer engineering, quality, and economics) to support strategic sales initiatives in the region
- Assisted in the sales negotiation of a 40 aircraft, \$4 billion order with only a six-day window to close

### Procurement Agent (Level 2)

BCA Supply Chain – Contracts and Sourcing, Summer 2020 – December 2022

Participant in the Supply Chain Contracts Rotational Program.

- Managed special projects and created metrics and reports monitoring the health of the 777 Supply Chain on the Value Stream Integration Team
- Reformed and optimized the Materials and Standards emergent work tool to fulfill compliance obligations and increase accuracy
- Competitively bided out new work on the Secondary Structures Sourcing team to local and international suppliers
- Negotiated contracts for 787 Interiors and SFE components
- Lead executive level metrics and complex procurement review meetings for Functional Excellence.

### Supply Chain Intern

BCA Supply Chain – Contracts and Sourcing, Summer 2019

- Worked on Contract Negotiation Support Team in Supply Chain Contracts to update ProForma documents and publish updates for 200+ Procurement Agents
- Built and Coordinated the roll out of a new internal Outlook Exchange system for the intake of requests from Procurement Agents for team of 15
- Developed Azure based chat bot to facilitate smart search and answer finding for Procurement Agents. Wrote feasibility report and future project plan.

### Club President

Operations and Supply Chain Management Club at UW, Summer 2019- Summer 2020

- Lead Executive team of 5
- Organized weekly club meetings for major of 60+ people
- Coordinate with local industry leaders at companies including Starbucks, PepsiCo, Convoy, Paccar, and Boeing

### Sales Intern

Oberto Factory Outlet Store and Deli, Summer 2017

- Educated and helped customers with the 80+ products in store
- Inventoried, sorted, stocked the warehouse and storefront
- Cashier responsible for \$800+ of daily cash transactions

# Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	M	3	3.	Member	Erik Nielsen	6/1/2023	5/31/2025	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2023	5/31/2025	2	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2023	5/31/2025	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2023	5/31/2025	2	Mayor
6	M	6	10.	Member	Waylon Robert	6/1/2023	5/31/2025	1	City Council
6	M	6	11.	Member	Stan Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02663, **Version:** 1


---

Appointment of Waylon Robert as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Waylon Robert		
<b>Board/Commission Name:</b> Seattle Freight Advisory Board		<b>Position Title:</b> Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		<b>Term of Position: *</b> 6/1/2023 to 5/31/2025  <input checked="" type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> Ballard	<b>Zip Code:</b> 98107	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Zachary Waylon Robert has experience in the maritime industry and on freight policy issues on state and regional levels.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 8/17/2023		<b>Appointing Signatory:</b> Alex Pedersen Councilmember

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

## Waylon Robert

---



### Experience

#### Member | Sailors Union of the Pacific

- Advocates on and analyzes relevant policy
- Interviews and completes due diligence on candidates for elected office
- Works on the unlicensed deck crew of US Flag Ships

#### Political Candidate | 36<sup>th</sup> LD P1

- Raised \$117,000 in political contributions
- Secured key elected and interest group endorsements ( most sitting legislators and electeds, 12 trade unions, corporations and trade groups namely T-Mobile, Washington Dairy Farmers, Cattle Pac,Pacific Fishermen Shipyard, Ballard Oil and Salmon Bay Marine Center
- Hit 20,000 doors with campaign team

#### Project Manager | Forterra NW | 2020-2022

- Undertook key due diligence for acquisition of 12,000 acres of timberland and other projects
- Led workforce recruitment strategy and log and chip truck logistics plan for start up of a wood products facility

### Washington State Legislature Experience

- **Board Member- HistoryLink (2022)** Secured \$100k- Seattle Waterfront History Project
- **Citizen Lobbyist (2019)**- Established \$50m Washington Library Capital Grant Program and secured \$12.8m to start program
- **Lobbyist- Columbia Street Partners (2019)**- Lobbied for Fortune 500 companies in heavy industry, forest products,securities and maritime transportation; garnered understanding of process and produced daily briefing material for clients and made policy recommendations.
- **Citizen Lobbyist (2018)**- Secured \$80k for statewide library capital assessment in operating budget
- **Lobbyist-City of Hoquiam (2017)**- Secured \$250k Capital Budget request and 45k in grants/private contributions

- **Apprentice- former State Representative Brian Blake (D- Aberdeen) (2018-2019)** - Shadowed Rep. Brian Blake at key meetings, strategized on legislation and stakeholdering

### **Campaign Experience**

- **Campaign Chair- Re-elect Brian Blake D 19<sup>th</sup> LD (2020)** Recruited and directed campaign manager, outperformed all other Democrats by 8 points districtwide, Re-elect Brian Blake D 19<sup>th</sup> LD (2020)
- **Board Member- Elect Erin Frasier 19th LD (2018)**
- **Intern- Newman Partners (2016)** - Garnered understanding of donor networks and political fundraising process
- **Campaign Staffer- Elect Hilary Franz (2016)** - Garnered understanding of environmental community and authored regional issue reports

### **Elected Official Office Experience**

- **Consultant and Intern King County Councilmember Larry Gossett (2013-2019)**- Garnered understanding of King County Government and elected political maneuvering
- **Intern- Washington State Supreme Court Justice Gonzalez (2018)**- Garnered understanding of history, interworking and legislative relationship
- **Intern- Congressman Derek Kilmer (2016)**- Garnered understanding of local industrial businesses, interworking of a congressional office and federal impact on Washington State
- **Intern- New Orleans City Councilmember Susan Guidry (2015)**- Garnered understanding of New Orleans city government and local issues

### **Other Experience**

- Laborer Hoquiam Plywood
- Busser Broadmoor Golf Club

### **Public Service**

- History Link, Board Member
- Tokeland Hotel Historical Foundation, Board Member
- Grays Harbor College Foundation, Board Member (former)
- Slade Gorton Center Global Leaders Program, Fellow, August 2018 to August 2019
- Historic preservation advocacy via Washington State Most Endangered Buildings List Nomination

- **Education**

- Bachelor of Arts Degree with a concentration in political science Evergreen State College, graduation June of 2019
- Five Day MBA, Goal Makers
- Bishop Blanchet High School
- Pathway to Power, Washington State Labor Council
- Ordinary Seaman, US Coast Guard Certified

# Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	M	3	3.	Member	Erik Nielsen	6/1/2023	5/31/2025	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2023	5/31/2025	2	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2023	5/31/2025	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2023	5/31/2025	2	Mayor
6	M	6	10.	Member	Waylon Robert	6/1/2023	5/31/2025	1	City Council
6	M	6	11.	Member	Stan Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*





## Legislation Text

---

**File #:** Appt 02664, **Version:** 1


---

Reappointment of Eric Wright as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Eric Wright		
<b>Board/Commission Name:</b> Seattle Freight Advisory Board		<b>Position Title:</b> Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		<b>Term of Position: *</b> 6/1/2023 to 5/31/2025  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> Olympia	<b>Zip Code:</b>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Eric Wright has experience in supply chain logistics from package delivery and truck driving to large scale logistics, warehousing, and supply chain management. He understands the need to communicate not just the truckers' needs to Seattle but is committed to communicating Seattle's needs and goals back to the people making deliveries to our stores and homes.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 8/17/2023		<b>Appointing Signatory:</b> Alex Pedersen Councilmember

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

# Eric Wright



I am curious by nature and tend to ask asymmetrical questions. I find professional enjoyment in learning, puzzles, system design, behavioral economics, and the opportunity to execute process improvement to a positive result.

## **Washington Trucking Associations**

Vice President

April 2021 – June 2022

Engaging with and listening closely to members of the WTA, hearing their concerns and desires drove my daily work. Creating and maintaining collaborative, educational environments for members and non-members, along with direct outreach to other supply chain stakeholders, was much of my focus at the Washington Trucking Associations. This included starting the Maintenance Manager & Technician Council, hosting a webinar series on zero-emission vehicles, and a putting together a variety of public and closed meetings.

## **Portland Container**

Business Development

Aug 2016 – April 2021

Growth and success don't happen in a vacuum. Such was the case with my time at Portland Container. My role providing process design, technological support, and market intelligence was in an "act strategically, think tactically" paradigm. During my time at Portland Container, I developed and implemented unique rate calculation and customer quoting methodology, a holistic system based on internal constraints and market needs. I conducted strategic planning meetings leveraging a variety of analysis methods. I was also the initial lead on the acquisition and operational merger of a Tacoma based transportation provider.

## **Furniture Connexion**

Business Process Manager

May 2014 - Aug 2016

While at Furniture Connexion I focused on logistics, trade compliance, and technology infrastructure. I used a people, process, and controls strategy to restructure and re-align the purchasing and logistics functions. This included hiring and training, implementation of new data systems, and creating new workflow patterns. A collaborative process for development, implementation, and change management was instituted across multiple departments. I lead data mining and reporting development. And I was also the principal contact for a large material casualty insurance claim resulting from a fire incident.

# Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	M	3	3.	Member	Erik Nielsen	6/1/2023	5/31/2025	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2023	5/31/2025	2	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2023	5/31/2025	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2023	5/31/2025	2	Mayor
6	M	6	10.	Member	Waylon Robert	6/1/2023	5/31/2025	1	City Council
6	M	6	11.	Member	Stan Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02665, **Version:** 1

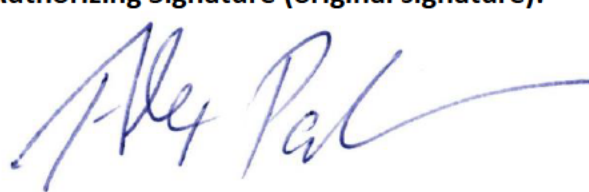
---

Appointment of Priyadharshini Balan as member, Seattle Transit Advisory Board, for a term to August 2, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Priyadharshini Balan</i>		
<b>Board/Commission Name:</b> <i>Seattle Transit Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 8/3/2023 to 8/2/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Belltown</i>	<b>Zip Code:</b> <i>98121</i>	<b>Contact Phone No.:</b> <i>[REDACTED]</i>
<b>Background:</b> <i>Priyadharshini Balan is a transportation specialist and has collaborated with a range of community groups about their transportation experiences and needs. As someone who doesn't drive, she relies on public transit to navigate the city.</i>		
<b>Authorizing Signature (original signature):</b>    <b>Date Signed (appointed):</b> 8/17/2023		<b>Appointing Signatory:</b> <i>Alex Pedersen</i> <i>Councilmember</i>

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

## CONTACT



## WORK HISTORY

**Transportation Specialist, 01/2022 to Present****Commute Seattle** – Seattle, WA

- Working on Washington State's Commute Trip Reduction law to help employers reduce their drive alone rates to meet the city's climate goals and reduce congestion. Work on Transportation Management Program to incorporate transportation amenities in buildings.

**Project Coordinator, 08/2021 to 01/2022****Austin Transportation Department, City of Austin** – Austin, TX

- Responsible for and coordinates projects related to micro-mobility, shared mobility, and curb management. Responsible for developing policies to safely regulate shared mobility in the city of Austin.

**Research Assistant, 06/2021 to 08/2021****Urban Freight Lab, University of Washington** – Seattle, WA (Remote work)

- Analysis of Parking Sensor data – Belltown, Seattle using R programming language to identify parking patterns and accordingly update, recommend guidelines for curb usage.

**Postgraduate Researcher, 06/2020 to 05/2021****University at Buffalo** – Buffalo, NY (Remote work)

- Urban Design project - Renovating Scajaquada Creek Corridor area, focusing on community planning and mixed-land use development. Infill development & streetscape design in compliance with Zoning code and land-use laws for the Main-Seneca Tech Hub.

**Graduate Student Assistant, 06/2019 to 08/2019****Office of Sustainability** – Buffalo, NY

- Developed comprehensive campus resilience plan for University at Buffalo, focusing on extreme weather events preparedness.
- Researched, collected data across multiple campuses, and proposed strategies for reduction of University-wide energy consumption as well as carbon footprint.

**Junior Architect, 10/2017 to 07/2018****Horizon Architects and Associates** – Tiruchirappalli, Tamil Nadu, India

- Responsible for project management, concept design development, structural drawings, and 3D model rendering of residential projects and apartment complexes.
- Produced floor layouts and architectural drawings for private High-school building. Assisted with construction material procurement, cost estimation, and reports.

## NOTABLE PROJECTS

**Analysis of economically and environmentally vulnerable regions**, New York

- Recommended planning strategies and policies, to address environmental issues by understanding the history of environmental damage in the area.
- Interpreted & applied current planning practices on ecological, economic, and structural injustices for the betterment of low-income housing areas.

**Research on Environmental lawsuits**, New York

- Drafted technical reports, prepared professional memos, studied impact assessments for various environmental topics, based on environmental regulatory principles- NEPA and SEQRA.
- Researched and analyzed environmental issues that contribute to climate change and the exploitation of natural resources.

**Northeast Greenway Initiative - Rail Trail Extension**, New York

- Associated with non-profit community organization (University District Community Development Association), to strengthen regional connectivity of bicycle facilities by linking major bicycle route with discontinuous rail trail networks. Studied the areas land development and prepared environment impact assessment report.

**Smart Mobility - A Framework for Local Government**, New York

- Identified regional transportation challenges and analyzed the applicability of various smart mobility strategies, in collaboration with the Regional Transportation Council

## EDUCATION

**Master of Urban Planning, 06/2020**

**University at Buffalo, SUNY** - Buffalo, NY  
(Specialization – Environmental and Land-Use Planning)

**Bachelor of Architecture, 06/2017**

**School of Planning and Architecture,  
Vijayawada** - Andhra Pradesh, India

## SKILLS

- Land Use, Zoning & Development
- Environmental planning & Regulation Compliance (NEPA, CEQA & SEQRA)
- Transportation Planning
- Data analysis & Research
- Urban Design
- Project Management
- Software: AutoCAD, GIS Application, Google Sketch Up, V-ray, Python, R.
- Tools: MS Office Suite, Adobe Creative Suite – Photoshop, InDesign, Illustrator.

## VOLUNTEER &amp; OUTREACH

- *Student Volunteer at ACSP* – Volunteered, assisted with organization, logistics for “Annual Association of Collegiate School of Planning” held in Buffalo, 2018
- *ReUse Sale 2019* – Volunteered & organized Annual Reuse sale at University (selling students' old/used items as part of sustainability initiative)
- *Collaboration with Rochester Institute of Technology* – Suggested ideas to incorporate Poster session for NYS Sustainability conference 2019

## LICENSE

Registered Architect – Council of Architecture, India (Issued 2018)

# Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
			2.	Member	Vacant	8/3/22	8/2/24		City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
			4.	Member	Vacant	8/3/23	8/2/25		City Council
1	F	7	5.	Member	Priyadharshini Balan	8/3/23	8/2/25	1	City Council
6	M	6	6.	Member	Josh Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbala	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
6	F	5	9.	Member	Carolyn Tillinger	8/3/23	8/2/25	1	Mayor
6	M/T /NB	4	10.	Member	Dana Coppernoll-Houston	8/3/23	8/2/25	1	Mayor
6	M	7	11.	Member	Zachary Burton	8/3/23	8/2/25	1	Mayor
			12.	Get Engaged Member	Reese McMichael	9/1/22	8/31/23	1	Mayor

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*





## Legislation Text

---

**File #:** Appt 02666, **Version:** 1


---

Appointment of Zachary Burton as member, Seattle Transit Advisory Board, for a term to August 2, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Zachary Burton		
<b>Board/Commission Name:</b> Seattle Transit Advisory Board		<b>Position Title:</b> Member
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		<b>Term of Position: *</b> 8/3/2023 to 8/2/2025  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> Uptown	<b>Zip Code:</b> 98119	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Zachary Burton lives car free and is interested in increasing livability in Seattle by reducing the reliance on cars and making transit the best transportation option in Seattle. Zachary has previous experience serving on a municipal livable streets board in his hometown.		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> Bruce A. Harrell Mayor of Seattle

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

# Zachary Burton



## EXPERIENCE

### **Kincaid IT, Remote — Web Developer**

September 2020 - PRESENT

Develop web application tools for education using Angular and Node.js

## EDUCATION

### **University of Central Missouri, Lee's Summit, Mo — Computer Science / Software Development**

August 2018 - May 2020

### **Longview Community College, Lee's Summit, Mo — Associates in Applied Science**

June 2016 - July 2018

## COMMUNITY ENGAGEMENT

### **Volunteer and Director of Government Relations with We Heart Seattle**

June 2021 - June 2022

When I volunteered with We Heart Seattle, I would help clean up and do outreach at homeless encampments. I reached out to government officials and political candidates to find common ground and solutions to the homeless crisis and to have more collaboration between We Heart Seattle and the City of Seattle.

### **Volunteer and Treasurer for ADAPT-WA**

August 2022 - February 2023

ADAPT-WA is a political action committee with a ballot initiative to legalize psilocybin for therapeutic use in Washington state. I reported C3 and C4 reports to the Washington Public Disclosure Commission and coordinated fundraising events.

### **Livable Streets Advisory Board — Lee's Summit City Hall**

August 2019 - August 2021

Advocate for livable streets and alternative modes of transportation in Lee's Summit. My main focus when I was serving on the board was adding new transit routes that would connect Lee's Summit to Kansas City and

adding new multi use sidewalks near highway intersections.

### **Animal Control Facility Solar Panel Project — *Lee's Summit*** ***Animal Control Facility***

September 2016 - July 2018

Worked with the Lee's Summit City Council, Mayor, and project managers to put solar panels on the Animal Control Facility to save the city money and reduce the city's carbon footprint. After a year, the city noticed positive results and approved to put solar panels on an additional 15 government buildings, including City Hall.

# Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
			2.	Member	Vacant	8/3/22	8/2/24		City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
			4.	Member	Vacant	8/3/23	8/2/25		City Council
1	F	7	5.	Member	Priyadharshini Balan	8/3/23	8/2/25	1	City Council
6	M	6	6.	Member	Josh Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbla	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
6	F	5	9.	Member	Carolyn Tillinger	8/3/23	8/2/25	1	Mayor
6	M/T /NB	4	10.	Member	Dana Coppernoll-Houston	8/3/23	8/2/25	1	Mayor
6	M	7	11.	Member	Zachary Burton	8/3/23	8/2/25	1	Mayor
			12.	Get Engaged Member	Reese McMichael	9/1/22	8/31/23	1	Mayor

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02667, **Version:** 1

---

Appointment of Dana Coppernoll-Houston as member, Seattle Transit Advisory Board, for a term to August 2, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Dana Coppernoll-Houston</i>		
<b>Board/Commission Name:</b> <i>Seattle Transit Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 8/3/2023 <b>to</b> 8/2/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Wallingford</i>	<b>Zip Code:</b> <i>98103</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Dana Coppernoll-Houston works as a community college academic advisor with a strong background in environmental science. As a relatively new user of public transit, they understand how transit can feel intimidating or confusing to people and want to make the system more approachable and effective.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

# Dana Coppernoll-Houston

## Education

**M.A., Teaching**, Middle and High School Earth Science/Env. Science/Biology,  
*University of Portland, Portland, OR*

May 2016

Overall GPA: 3.97/4.0

**B.S., Environmental Science**, with focus in Quantitative Analysis,  
*University of Portland, Portland, OR*

May 2015

Overall GPA: 3.63/4.0

## Experience

**Academic Advisor**, Edmonds College, Lynnwood, WA

October 2021-Present

*Supervisor: Lauren Hajec (Director of Academic Advising)*

- Plan and conduct orientation programs and new student advising to promote the adjustment of students to starting college.
- Prepare students for later educational experiences by encouraging them to explore learning opportunities and to persevere with challenging tasks.
- Counsel students regarding educational issues, such as course and program selection, class scheduling and registration, school adjustment, truancy, study habits, and career planning.
- Compile occupational, educational, and economic information to assist students in determining and carrying out vocational/educational objectives.
- Address faculty and staff members to explain available advising services.
- Attend meetings, educational conferences, and training workshops and serve on committees.
- Maintain accurate and complete student records as required by laws and administrative regulations.

**Math/Science Teacher**, Thomas Jefferson High School, Federal Way, WA

Sept 2016-August 2021

*Supervisor: Adrienne Chacon (Principal), Elizabeth Copeland (Science Dept. Head)*

- Collaborate with other teachers in the development, evaluation, and revision of secondary biology, math, and environmental science programs.
- Adapt teaching methods and instructional materials to meet students' varying needs and interests.
- Confer with other staff members to plan and schedule lessons promoting learning, following curricula and NGSS standard requirements.
- Prepare, administer, and grade tests and assignments to evaluate students' progress.
- Meet with other professionals (counselors, teachers, and support staff) to discuss individual students' needs and progress.
- Assign and grade class work and homework.
- Confer with parents or guardians, other teachers, counselors, and administrators to resolve students' behavioral and academic problems.
- Use computers, audio-visual aids, and other equipment and materials to supplement presentations.

**NASA STAR Environmental Intern**, Ames Research Center, Mountain View, CA

June-August 2018

*Supervisor: Christopher Potter*

- Collect, synthesize, analyze, manage, and report environmental data (soil samples).
- Perform statistical analysis of environmental data.
- Create graphs, charts, or other visualizations to convey the results of data analysis using specialized software.
- Deliver oral or written presentations of the results of mathematical modeling and data analysis to peers in the field.

**NOAA STAR Research Intern**, Earth Systems Research Laboratory, Boulder, CO

June-August 2017

*Supervisor: Audra McClure-Begley*

- Clean and manipulate raw data using statistical software.
- Analyze, manipulate, or process large sets of environmental data using statistical software.
- Create graphs, charts, or other visualizations to convey the results of data analysis using specialized software.
- Deliver oral or written presentations of the results of mathematical modeling and data analysis to peers in the field.

**NASA STAR Meteorological Intern**, Armstrong Flight Research Center, Edwards AFB, CA

June-August 2016

*Supervisor: Ed Teets*

- Clean and manipulate raw data using statistical software.



- Analyze, manipulate, or process large sets of environmental data using statistical software.
- Create graphs, charts, or other visualizations to convey the results of data analysis using specialized software.
- Deliver oral or written presentations of the results of mathematical modeling and data analysis to peers in the field.

**OMSI Earth Science Intern**, Oregon Museum of Sci. & Industry, Portland, OR

Summer 2013-2016

*Supervisor: Sue Wu*

- Educate museum visitors on a variety of science topics, including school groups.
- Run educational programs using NOAA Science On A Sphere technology
- Maintain and set up exhibits at beginning/end of day

### **Additional Skills**

Microsoft Office | Adobe Creative Cloud | R Statistical Software | Tableau Software | SQL Data Analysis | Conversational Spanish | Curriculum development and implementation | Committee lead and facilitator

### **Publications**

Potter, C. and D. Coppernoll-Houston, 2019, Controls on Land Surface Temperature in Deserts of Southern California Derived from MODIS Satellite Time Series Analysis, 2000 to 2018, *Climate*, 7, 32; doi:10.3390/cli7020032.

# Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
			2.	Member	Vacant	8/3/22	8/2/24		City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
			4.	Member	Vacant	8/3/23	8/2/25		City Council
1	F	7	5.	Member	Priyadharshini Balan	8/3/23	8/2/25	1	City Council
6	M	6	6.	Member	Josh Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbla	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
6	F	5	9.	Member	Carolyn Tillinger	8/3/23	8/2/25	1	Mayor
6	M/T /NB	4	10.	Member	Dana Coppernoll-Houston	8/3/23	8/2/25	1	Mayor
6	M	7	11.	Member	Zachary Burton	8/3/23	8/2/25	1	Mayor
			12.	Get Engaged Member	Reese McMichael	9/1/22	8/31/23	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02668, **Version:** 1

---

Appointment of Carolyn Tillinger as member, Seattle Transit Advisory Board, for a term to August 2, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Carolyn Tillinger</i>		
<b>Board/Commission Name:</b> <i>Seattle Transit Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 8/3/2023 <b>to</b> 8/2/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Northgate</i>	<b>Zip Code:</b> <i>98125</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Carolyn Tillinger is a native to the Greater Seattle Area and has used many forms of public transit throughout her upbringing. Carolyn is a real estate developer and brings a unique perspective on transit accessibility, affordable housing options, and sustainability.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

# CAROLYN TILLINGER

| pronouns: she/her/hers

## EDUCATION

### **Master of Science in Real Estate**

#### **Graduate Certificate in Housing Studies**

University of Washington | Seattle, WA | GPA 3.87 | June 2023

*Awards:* CREW Seattle Impact Award Scholarship (2022 & 2023), Rebecca J. Griego Memorial Endowed Scholarship (2022), Runstad Department of Real Estate Scholarship (2021), Jack Creighton Endowed Scholarship in Real Estate (2021)

### **Bachelor of Science in Environmental Science and Resource Management**

#### **Bachelor of Arts in Community, Environment, and Planning (CEP)**

University of Washington | Seattle, WA | June 2017

*Leadership:* College of the Environment Student Advisory Committee Member, CEP Outreach and Admissions Committee Chair and Communications Committee Member (2016-2017), Campus Sustainability Fund Vice Chair and Interim Chair (2014-2016), Northwest Women Director of Stewardship (2014-2016), ASUW Student Senator (2013-2016)

*Awards:* Husky Green Award Nominee (2016), Campus Sustainability Fund Versatility Award (2016), Pay It Forward Scholarship (2013), Kitsap Audubon Society Scholarship (2013), Kiwanis-Bennett Memorial Scholarship (2013), Bremerton Rotary Scholarship (2013)

## EXPERIENCE

**Nitze-Stagen & Company, Inc.** | Seattle, WA

November 2022 – Present

#### *Development Associate*

- Support the Vice President of Development in performing in-depth due diligence on potential development projects
- Help coordinate entitlement processes in cooperation with all necessary stakeholders
- Assist in the RFP solicitation and bid review for General Contractors and Sub-Contractors
- Work with design professionals to help ensure project deliverables are on schedule and budget
- Support the Vice President of Development in overseeing on-site construction, including qualifying, selecting, and coordinating the activities of General Contractors and Sub-Contractors
- Coordinate with contractors and financial institutions on monthly draw requests for ongoing projects
- Perform other project management functions as required for ground-up development, adaptive re-use, and tenant improvement projects
- Prepare and maintain contract management files
- Schedule and attend property tours for potential acquisition projects

# CAROLYN TILLINGER

| pronouns: she/her/hers

**GMD Development LLC** | Seattle, WA

July 2019 – October 2022

*Project Coordinator*

- Assisted project managers and firm partners with 11 new construction affordable multifamily and mixed-use housing projects with sizes ranging from 51 to 211 units
- Procured contractors, sub-contractors, and vendors and negotiated deliverables
- Participated in weekly Owner, Architect, and Contractor meetings and assisted in tracking construction schedules and design implementation
- Assumed responsibility for construction loan draw requests for 4 projects, tracked and reviewed project invoices, construction pay applications and change orders, and made budget adjustments
- Worked with the development team to prepare Low Income Housing Tax Credit (LIHTC) application materials and project presentations for external stakeholders
- Researched areas for sustainability growth, implemented electric vehicle chargers in 3 projects, and tracked solar system data across 9 projects
- Coordinated community outreach and marketing

## COMMUNITY INVOLVEMENT

**Urban Land Institute** | Seattle, WA

December 2021 – Present

*Partnership Forum Group Co-Captain*

**CREW Seattle** | Seattle, WA

November 2021 – Present

*Sponsorship Committee Member*

*2022 CREW Impact Award Scholarship Winner*

**University of Washington Real Estate Club**

September 2021 – Present

## CERTIFICATIONS & TRAINING

**LEED Green Associate** | USGBC

Issued March 2022

**Diversity, Equity, and Inclusion Workshops** | Teach for America June 2017 – December 2017

- Approximately 20 cumulative hours

## TECHNICAL SKILLS

- Skilled in Microsoft Office Suite and Adobe Suite, including Excel and InDesign
- Well-versed in project documents, such as contracts, drawings, material specifications, project budgets and schedules, pro formas, pay applications and change orders
- Familiar with analyzing data and creating graphics in Excel, R software, ArcGIS Pro, Tableau

## INTERESTS

- White water rafting
- Board games
- Film photography
- Traveling

# Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
			2.	Member	Vacant	8/3/22	8/2/24		City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
			4.	Member	Vacant	8/3/23	8/2/25		City Council
1	F	7	5.	Member	Priyadharshini Balan	8/3/23	8/2/25	1	City Council
6	M	6	6.	Member	Josh Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbla	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
6	F	5	9.	Member	Carolyn Tillinger	8/3/23	8/2/25	1	Mayor
6	M/T /NB	4	10.	Member	Dana Coppernoll-Houston	8/3/23	8/2/25	1	Mayor
6	M	7	11.	Member	Zachary Burton	8/3/23	8/2/25	1	Mayor
			12.	Get Engaged Member	Reese McMichael	9/1/22	8/31/23	1	Mayor

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02669, **Version:** 1

---


Reappointment of Yasir Alfarag as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.





## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Yasir Alfarag		
<b>Board/Commission Name:</b> Seattle Bicycle Advisory Board		<b>Position Title:</b> Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		<b>Term of Position: *</b> 9/1/2023 to 8/31/2025  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> Capitol Hill	<b>Zip Code:</b> 98102	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Yasir Alfarag, an Iraqi refugee who is a graduate student at the UW, has been passionately biking since he moved to Seattle in 2017. Yasir wants to make Seattle a world-class city for biking, where a bike is viewed and treated as a valuable transportation method that is pushed by the city level. Yasir also wants to help Seattleites choose to be car-free to have reliable alternative transit networks that collectively reduce gas emissions in our city.		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> Bruce A. Harrell Mayor of Seattle

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

## EDUCATION

University of Washington, Master of Urban Planning

Class of 2024

- Class Co-President

University of Washington, *Bachelor of Arts* (3.66 GPA, Dean's List 2020-2021)

Sept 2020 - June 2022

- **Major: Political Science | Minor: Urban Planning**
- University of Washington, Full Scholarship 2020-2022 | Trader Joe's College Scholarships, 2020 and 2021

Seattle Central College, *Associate in Arts* (3.80 GPA, Dean's List 2019-2020)

Sept 2019 - June 2020

## WORK & INTERNSHIP EXPERIENCE

Urban Land Institute's Randall Lewis Health Mentee

Feb 2023

- Selected to participate in conferences in Los Angeles & Toronto about the intersection of health, land use, and real estate

BERK Consulting (Seattle, WA) — *Planning and Public Policy Intern*

June 2022 - Present

Worked on multiple land use, strategic planning, policy analysis, and community engagement projects, including:

- **Seattle Democracy Voucher Program.** Researched demographic, funding, and performance data on the candidates; prepared tracking spreadsheets and graphics to evaluate program impacts on candidate participation and diversity
- **City of Redmond Comprehensive Plan Update.** Created outreach materials for and facilitated community focus groups; summarized key findings for policymakers
- **Pierce County Library System - New Lakewood Branch.** Attended outreach events to obtain broad community input; aggregated 2,000+ survey responses; prepared summary graphics and the report's first draft
- **Washington State Legislature Joint Transportation Committee.** Facilitated focus group meetings with low-income people for an analysis of proposed changes to the State's car tab payment structure; briefed project leaders on key findings

The Church Council of Greater Seattle (Seattle, WA) — *State Court Accompaniment Fellow*

Summer 2021

- As the Inaugural Fellow, helped define the role, developing materials for staff and volunteers
- Developed a Family Emergency Preparedness Plan to assist immigrants in case of deportation
- Prepared materials for volunteers serving as community references and assisting with court appearances

Office of Congresswoman Pramila Jayapal (Washington, D.C.) — *District Intern*

Sept 2020 - Dec 2020

- Developed a comprehensive summary of legislation introduced or sponsored by the Congresswoman in 2019-20
- Represented the Office in meetings with the State's Veteran Affairs and Employment Security Department
- Prepared summaries of meetings with nonprofit and government agencies, highlighting action items
- Collaborated with the Office's social media team to effectively communicate key accomplishments

Trader Joe's (Seattle, WA) — *Crew Member*

Feb 2019 - June 2022

- Team member in a fast-paced, collaborative grocery environment
- Served on the New Crew Member Training Team, providing new employees training on store operations

## VOLUNTEER/COMMITTEE EXPERIENCE

City of Seattle Bicycle Advisory Board (Seattle, WA) — *Member*

Dec 2020 - Present

- Advised the Seattle Department of Transportation (SDOT) on upcoming bicycle-related projects
- Obtained comments on proposed projects from communities; conveyed input to the City Council and Mayor's Office
- Served in the Board's Racial Equity Workgroup; developed a Board application process to attract more diverse applicants

Seattle Neighborhood Greenways (Seattle, WA) — *Business Outreach Volunteer*

May 2019 - March 2020

- Collected input from local businesses on upcoming projects; reported to SDOT on key findings
- Collaborated with other volunteers on effective ways to communicate data to the City and broadly on social media

World Relief Seattle (Kent, WA) — *Cultural Companion*

June 2018 - Sept 2018

- Helped new refugees navigate resources and adapt to life in the U.S. by connecting them to appropriate agencies
- Translated government documents and critical materials to help Arabic-speaking refugees access community resources

## SKILLS & TOOLS

- Native Arabic speaker
- Experienced with Excel, R, and GIS
- Adept with Adobe Suite
- Skilled with stakeholder engagement and facilitation

# Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2023	8/31/2025	3	Mayor
6	M	2	2.	Member	Max Green	9/1/2022	8/31/2024	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2023	8/31/2025	1	Mayor
6	F	1	4.	Member	Diane C. Hetrick	9/1/2023	8/31/2025	1	City Council
9	O	3	5.	Member	Ty Bottorff	9/1/2023	8/31/2025	2	Mayor
6	M	7	6.	Member	Douglas Migden	9/1/2023	8/31/2025	2	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine Stawitz	9/1/2022	8/31/2024	1	City Council
	F	3	9.	Member	Amy Conroy	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
	M		12.	Get Engaged Member	Arya Blourchian	9/1/2022	8/31/2023	1	Mayor

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02670, **Version:** 1

---

Reappointment of Ty Bottorff as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Ty Bottorff</i>		
<b>Board/Commission Name:</b> <i>Seattle Bicycle Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 9/1/2023 to 8/31/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Central District</i>	<b>Zip Code:</b> <i>98122</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Ty Bottorff is a graduate student at the University of Washington and is interested in sustainable forms of transportation and improving safety for people biking. Ty is passionate about ensuring the city stays committed to Vision Zero and reducing deaths and serious injuries for people biking.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

Ty Bottorff

## Education

- Vanderbilt University: Nashville, TN, fall 2013 – fall 2017
  - B.S. in Molecular and Cellular Biology and Secondary Education
  - Dean's list spring 2015 to fall 2016
  - 3.63 GPA
- University of Washington: Seattle, WA, fall 2017 – present
  - Post-baccalaureate: fall 2017 – fall 2018
  - PhD: fall 2018 – present

## Awards

- Vanderbilt University Chancellor's Scholar
- National Science Foundation Graduate Research Fellowships Program (NSF GRFP): summer 2019 – present

## Research Experience

- Undergraduate research: Vanderbilt University (spring 2016 – spring 2017, research advisor: Dr. Friedman)
  - Design of a rapid cloning system of gRNAs to direct Cas9-mediated cleavage
  - Optimization of a CRISPR/Cas9-based system to search for sites in the yeast genome that foment high rates of telomere addition in response to a double stranded break
- Post-Baccalaureate research: University of Washington Post-Baccalaureate Research Education Program (PREP, June 2017 – September 2018, research advisors: Dr. Ruohola-Baker and Dr. Mathieu)
  - Optimization of HIF2 $\alpha$  detection and screening for knockout in human stem cell line
  - Investigation of relationship between Tie2 clustering and signal branch preference in human cell line using designed protein scaffolds
  - Investigation of mTORC signaling in human stem cell line
- Graduate research: University of Washington Biological Physics, Structure and Design (BPSD) program (fall 2018 – present)
  - Investigation of higher order scaffold protein complexes (fall 2018 – winter 2018, research advisor: Dr. Zalatan)
  - Tuning of a growth-coupled bistable switch in yeast (winter 2018 – spring 2019, research advisor: Dr. Klavins)
  - Computational modeling and experimental investigation of translational regulation in human cells (spring 2019 – present, research advisor: Dr. Subramaniam)

## Publications

- Mathieu, J et al. "Folliculin regulates mTORC1/2 and WNT pathways in early human pluripotency" *Nature communications* vol. 10,1 632. 7 Feb. 2019, doi:10.1038/s41467-018-08020-0
- Bottorff et al. "Translational buffering by ribosome stalling in upstream open reading frames". *bioRxiv*. 2022, doi:https://doi.org/10.1101/2022.01.06.475296

## Presentations

- Southeastern Regional Yeast Meeting (SERYM), March 25 – 27, 2016, Tuscaloosa, AL
- Vanderbilt Summer Science Academy (VSSA) Symposium, August, 2016, Nashville, TN
- Vanderbilt Undergraduate Research Fair, September, 2016, Nashville, TN
- Annual Biomedical Research Conference for Minority Students (ABRCMS), November 1 – 4, 2017, Phoenix, AZ
- University of Washington Institute for Stem Cell and Regenerative Medicine Stem Cell Symposium, March 30, 2018, Seattle, WA
- University of Washington Undergraduate Research Symposium, May, 2018, Seattle, WA
- Cold Springs Harbor Laboratory (CSHL) Translational Control Meeting, November, 2020, online

**[REDACTED]**

**[REDACTED]**

**[REDACTED]**

- ## Professional Experience

- Student Teacher: planned and taught lessons and created, graded, and modified instruction based on assessments
  - 5<sup>th</sup>-8<sup>th</sup> grade engineering, Rose Park Middle School, Nashville, late spring 2017 (8 weeks, 4 classes/day, supervisor: Ms. Denning)
  - 9<sup>th</sup> grade biology, MLK Jr. Academic Magnet High School, Nashville, early spring 2017 (8 weeks, 4 classes/day, supervisor: Ms. Turner)
- Teaching Assistant
  - Basic Techniques in Biochemistry: planned and taught lessons and created, graded, and modified instruction based on assessments (fall 2019, 9 weeks, 2 classes/week, supervised by Dr. Gu and Ms. Lewis)
  - Biochemistry: planned and taught lessons and graded and modified instruction based on assessments (fall 2020, 9 weeks, 3 classes/week, online, taught by Dr. Kollman and Dr. Brouckhoff)
  - Tools for Computational Biology: supported students during office hours to install software and computationally analyze data (fall 2021, 9 weeks, 2 classes/week, graduate level, online, taught primarily by Dr. Subramaniam)

- I can speak, read, write, and listen to Spanish at an intermediate level
- I can write intermediate level code in Python and R

# Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2023	8/31/2025	3	Mayor
6	M	2	2.	Member	Max Green	9/1/2022	8/31/2024	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2023	8/31/2025	1	Mayor
6	F	1	4.	Member	Diane C. Hetrick	9/1/2023	8/31/2025	1	City Council
9	O	3	5.	Member	Ty Bottorff	9/1/2023	8/31/2025	2	Mayor
6	M	7	6.	Member	Douglas Migden	9/1/2023	8/31/2025	2	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine Stawitz	9/1/2022	8/31/2024	1	City Council
	F	3	9.	Member	Amy Conroy	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
	M		12.	Get Engaged Member	Arya Blourchian	9/1/2022	8/31/2023	1	Mayor

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*





## Legislation Text

---

**File #:** Appt 02671, **Version:** 1

---

Appointment of Amy Conroy as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.

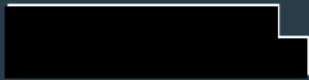


## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Amy Conroy</i>		
<b>Board/Commission Name:</b> <i>Seattle Bicycle Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 9/1/2022 to 8/31/2024  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Central District</i>	<b>Zip Code:</b> <i>98122</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Amy Conroy is a LEED-certified interior designer. She has been bicycling as her primary mode of transportation since 2012 and is interested in bicycling safety and ensuring that there are more female voices in the biking community.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

## Contact



(LinkedIn)

## Education

Bowling Green State University,  
Bowling Green, Ohio  
Bachelors of Science, Interior  
Design (2004-2008)  
Minor: Business Entrepreneurship

## Top Skills

AutoCAD  
Adobe Creative Suite  
Revit  
Space planning  
Interior Architecture

## Certifications

LEED AP ID+C

## Volunteering

Cincinnati Preservation  
Association  
Board Member August 2015-July  
2021

Cincinnati Memorial Hall Society  
Board Trustee, January 2021 -  
January 2022

# Amy Conroy, LEED AP ID+C

Senior Interior Designer at Unispace  
Seattle, Washington, United States

## Summary

An Interior Designer with 10+ years in Residential, Hospitality and Workplace projects. A passion for historic preservation has lead to time on boards and organizations that take a special interest in maintaining a city's historic fabric .

## Recent Experience

Unispace  
Senior Interior Designer  
June 2022 - Present (1 year)  
Seattle, Washington, United States

NELSON Worldwide  
Senior Interior Designer  
June 2020 - June 2022 (2 years 1 month)  
Seattle, Washington, United States

NELSON Worldwide acquired former company FRCH, and continued on as Senior Interior Designer responsible for all aspects of design from concept to construction documentation. Includes FF&E specifications and drawings, working not only with contractors, but also procurements agencies.

Projects include a mix of both workplace and hospitality and the fusion of the two. Varied work is comprised of Tenant Improvements, Brand Repositions, Amenity Center Designs, Restaurants, Hotel Renovations and New Builds.

FRCH Design Worldwide  
5 years

Interior Designer III  
April 2018 - June 2020 (2 years 3 months)  
Cincinnati, Ohio, United States

Interior Designer responsible for all aspects of design from concept to construction documentation. Includes FF&E specifications and drawings, working with contractors and procurements agencies.

Project work focused on large scale hospitality, mainly hotel and resort renovations and new builds with Hilton, Marriott, Hyatt, and The Dollywood Company/ Herschend Family Entertainment brands.

#### APG Office Furnishings

Designer

February 2014 - July 2015 (1 year 6 months)

Cincinnati, Ohio

Herman Miller Dealer - Collaborating with our sales team, contractors, and architectural firms to provide interior design solutions and project management services for commercial projects including, corporate, government, healthcare and educational facilities.

#### American Office

Project Designer

October 2012 - February 2014 (1 year 5 months)

Baltimore, MD

Providing interior design solutions for large commercial projects including, corporate, government, healthcare and educational facilities. Projects worked on included: Under Armour Corporate Headquarters, Legg Mason, Johns Hopkins University and Medical Centers

# Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2023	8/31/2025	3	Mayor
6	M	2	2.	Member	Max Green	9/1/2022	8/31/2024	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2023	8/31/2025	1	Mayor
6	F	1	4.	Member	Diane C. Hetrick	9/1/2023	8/31/2025	1	City Council
9	O	3	5.	Member	Ty Bottorff	9/1/2023	8/31/2025	2	Mayor
6	M	7	6.	Member	Douglas Migden	9/1/2023	8/31/2025	2	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine Stawitz	9/1/2022	8/31/2024	1	City Council
	F	3	9.	Member	Amy Conroy	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
	M		12.	Get Engaged Member	Arya Blourchian	9/1/2022	8/31/2023	1	Mayor

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02672, **Version:** 1


---

Appointment of Diane C. Hetrick as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Diane C. Hetrick</i>		
<b>Board/Commission Name:</b> <i>Seattle Bicycle Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 9/1/2023 to 8/31/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>West Seattle</i>	<b>Zip Code:</b> <i>98106</i>	<b>Contact Phone No.:</b> <div style="background-color: black; width: 100px; height: 1.2em;"></div>
<b>Background:</b> <i>Diane Hetrick worked in the health care field and wants to ensure that biking is a safe and accessible option.</i>		
<b>Authorizing Signature (original signature):</b>    <b>Date Signed (appointed):</b> 8/17/2023		<b>Appointing Signatory:</b> <i>Alex Pedersen</i> <i>Councilmember</i>

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

# Diane C. Hetrick

## Experience

---

### **Swedish Hospital Outpatient Rehab, Seattle, WA**

**2010 - Present**

- Teacher for Mindfulness Based Stress Reduction (MBSR) classes for adults and teens.
- Teacher for Compassion Cultivation Training classes
- Leader of weekly guided meditations for the community at the Frye Art Museum.
- Provider of individual treatment for pain and stress reduction.

### **Private Physical Therapy (PT) Practice, Seattle, WA**

**2000 - 2010**

- Manager of all aspects of clinical operations and patient care for outpatient clinic; focus on women's health, pain issues, and wellness.
- Teacher of classes in mindful movement.
- Leader of support groups for chronic pain patients.

### **Project PROJIMO, Ajola, Sinaloa, Mexico**

**2008 and 1984**

- PT Consultant in rural, villager run clinic for children.

### **University of Washington Dept. of Urology, Seattle, WA**

**1998 - 2004**

- Research PT and lead author on study about musculoskeletal issues in male pelvic pain.

### **Health South (formerly Sound Physical Therapy, Eagle Rehab), Seattle, WA**

**1989 - 1999**

- Staff PT in outpatient setting working with women's health and chronic pain patients.
- Supervisor of supportive staff.

### **Myofascial Release Treatment Center, Paoli, PA**

**1987 - 1989**

- Staff PT working with chronic pain patients.
- Clinical education instructor.

### **Berkeley Visiting Nurses Association, Berkeley, CA**

**1983 - 1985**

- PT providing services to patients in their homes.
- Member of Staff Advisory Committee.

### **Student Health Services, University of California, Berkeley, CA**

**1982 - 1983**

- Health Education Intern.

### **St. Christopher's Hospital for Children, Philadelphia, PA**

**1980 - 1982**

- PT in hospital, outpatient, and school settings.
- Supervisor of students and support staff.

### **American Oncologic Hospital, Philadelphia, PA**

**1978 - 1980**

- Staff PT in hospital and outpatient settings.
- Participant in research study for breast cancer patients.

### **Society for Crippled Children and Adults, Philadelphia, PA**

**1977 - 1978**

- Staff PT for children with disabilities in outpatient and school settings.

## Credentials

---

BCIA - PMD certification in biofeedback

Papers on Musculoskeletal Issues in Male Pelvic Pain published in *Neurourology and Urodynamics* (2006) and *Journal of Urology* (2003)



## Education

---

<b>Stanford University, Center for Compassion, Altruism, Research and Education (CCARE)</b> Stanford University, School of Medicine, CCARE, Trained and Certified Compassion Cultivation Training (CCT) Instructor	<b>2013</b>
<b>UCLA, Mindfulness Awareness Research Center</b> Certificate in Mindfulness Facilitation, aka Training in Mindfulness Facilitation	<b>2011</b>
<b>Portland State University</b> Interpersonal Neurobiology studies	<b>2009 - 2010</b>
<b>University of Pittsburgh, School of Health Related Professions</b> B.S. in Physical Therapy	<b>1977</b>

## Other Interests

---

- Nonviolent Communication (NVC), mediation, and conflict resolution
- Mindfulness and meditation
- Outdoor activities, backpacking, canoeing, swimming, bicycling and gardening
- Community support/interaction – active member in Puget Ridge cohousing
- Mindfulness Movement arts, including yoga, qigong, and improvisational dance
- Served on the board for Kaleidoscope Dance Company, The Arc, and Puget Ridge Cohousing most recently, as well as numerous community organizations and committees related to health, gardening, environmental issues, and cohousing.

# Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2023	8/31/2025	3	Mayor
6	M	2	2.	Member	Max Green	9/1/2022	8/31/2024	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2023	8/31/2025	1	Mayor
6	F	1	4.	Member	Diane C. Hetrick	9/1/2023	8/31/2025	1	City Council
9	O	3	5.	Member	Ty Bottorff	9/1/2023	8/31/2025	2	Mayor
6	M	7	6.	Member	Douglas Migden	9/1/2023	8/31/2025	2	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine Stawitz	9/1/2022	8/31/2024	1	City Council
	F	3	9.	Member	Amy Conroy	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
	M		12.	Get Engaged Member	Arya Blourchian	9/1/2022	8/31/2023	1	Mayor

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02673, **Version:** 1


---

Reappointment of Douglas Migden as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Douglas Migden</i>		
<b>Board/Commission Name:</b> <i>Seattle Bicycle Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 9/1/2023 to 8/31/2025  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> <i>Queen Anne</i>	<b>Zip Code:</b> <i>98109</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Douglas Migden is a physician with extensive cycling experience, from commuting around the city to cycling in transcontinental races.</i>		
<b>Authorizing Signature (original signature):</b>    <b>Date Signed (appointed):</b> 8/17/2023		<b>Appointing Signatory:</b> <i>Alex Pedersen</i> <i>Councilmember</i>

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

## Curriculum Vitae

Douglas Migden, DO, JD

Board Certified by the American Board of Emergency Medicine

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

### Undergraduate Education:

Prescott College, 1974  
The Evergreen State College, 1975-78  
University of Washington, 1978-80

### Medical School:

North Texas State University/ Texas College of Osteopathic Medicine  
1980-81  
Chicago College of Osteopathic Medicine 1981-84, D.O.

### Law School:

University of Washington School of Law, Seattle, 1991-94, J.D.

### Emergency Medicine Residency Training (Internship and Residency):

New York Medical College @ Metropolitan Hospital Center  
1984-87  
Chief Resident 1986-87

### Board Certification:

Diplomate of the American Board of Emergency Medicine, 1988

Recertification in 1998, 2008, 2019

Other certification/ training:

Advanced Cardiac Life Support, current  
Advanced Trauma Life Support, current  
Pediatric Advanced Life Support, current  
Emergency Ultrasound Training, SUNY @Buffalo, 1997

Faculty Appointments:

Assistant Professor of Medicine (CHS), Section of Emergency Medicine,  
University of Wisconsin Medical School,  
Madison, Wisconsin, 1994-95

Assistant Professor of Emergency Medicine  
Department of Emergency Medicine  
State University of New York at Buffalo, 1995-97

Uniformed Service:

Emergency Physician, United States Public Health Service, 1987-91  
(Commissioned Officer with the rank of Lieutenant Commander)

Sitka, Alaska  
Gallup, New Mexico  
Anchorage, Alaska

Civilian Employment/ Hospital and Medical Center Appointments -  
including locums:

Emergency Physician, Swedish Medical Center, Seattle, Washington,  
1991-94.

Emergency Physician, University of Wisconsin Hospital and Clinics,  
Madison, Wisconsin, 94-95

Emergency Physician, Buffalo General Hospital, Buffalo, N.Y., 1995-97

Emergency Physician, Erie County Medical Center, Buffalo, N.Y., 1995-  
97

Emergency Physician, WPMG/ Group Health Permanente/ Group Health Cooperative? Kaiser Permanente,  
Seattle and Bellevue, Washington 1997-2018:

Based at Virginia Mason Medical Center, Seattle, 1997-200

Based at Group Health Eastside Hospital/ Bellevue Medical Center,  
2005-2008 and 2008-2017

Based at Kaiser Permanente/Bellevue Medical Center July 2017-2018  
(continued on Kaiser Permanente locums roster until 2020)

Other locums work:

Alaska Native Medical Center, Anchorage, Alaska, 2009-  
to the present . Currently with active locums status.

Yukon Kuskokwim Delta Regional Hospital, Bethel, Alaska, Jan.2010

Northern New Mexico Medical Center (Indian Health Service), Shiprock,  
NM 2009

Tuba City Regional Health Care Corporation (Tuba City IHS), Tuba City,  
Arizona  
2009- 2015

Central Washington Hospital, Wenatchee, Washington 2009

Alaska Regional Hospital, Anchorage, Alaska, 2010

Gallup Indian Medical Center, Gallup, New Mexico, 2010-2011

Forks Community Hospital, Forks, Washington, March 2020

Other/current employment:

Assistant Medical Director, Comagine Health, Seattle, 2020-present  
(Medical necessity review and evaluation)

Awards:

United States Public Health Service,  
Outstanding Service Medal (with Valor), 1989

Other Professional Activities:

Medical Control Base Station Physician, New York City  
Emergency Medical Services, 1986

Chairperson, Committee on Emergency Services, Alaska Native Medical  
Center,  
Anchorage, 1990-91

Seattle King County Disaster Team, 1992-94

International Medical Relief:

International Medical Corp, Zenica, Bosnia 1994 (during the Balkan War)

Flight Physician, University of Wisconsin Med Flight 1994-95

Medical Crash Crew Service Emergency Physician, NATO Airfield  
(KAF) Kandahar, Afghanistan, October/ November 2008

Medicolegal Consulting:

United States Attorney's Office, Western District of Washington, Seattle,  
1995-96

King County Prosecuting Attorney's Office, Civil Division, Seattle, 1998

Expert Witness , US Department of Justice, US Attorney, for the District  
of Arizona, 2013

Medical Journal Reviewer: *Academic Emergency Medicine*, 1999-1998

Current US Medical Licensure:

Washington State, Alaska- both active.

Prior US Medical Licensure:

New York, Colorado, Wisconsin

Other Professional activities:

Grand Rounds, University of Washington Sports Medicine Fellowship



Program:

Medical Aspects of Unsupported Ultra Distance Cycling, January 2018

Medical Advisor, Silk Road Mountain Race, Kyrzygstan, 2018

Non-professional activities/interests:

Unsupported Ultra -Distance Cycling  
Events including-

The Transcontinental Race (Europe, 4000 km)  
Finisher 2015, 2016, 2017, 2018, 2019

The Indian Pacific Wheel Race 2017 (Australia, 5500 km)

Member, Wilderness Medical Society

References and publication list available on request

# Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2023	8/31/2025	3	Mayor
6	M	2	2.	Member	Max Green	9/1/2022	8/31/2024	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2023	8/31/2025	1	Mayor
6	F	1	4.	Member	Diane C. Hetrick	9/1/2023	8/31/2025	1	City Council
9	O	3	5.	Member	Ty Bottorff	9/1/2023	8/31/2025	2	Mayor
6	M	7	6.	Member	Douglas Migden	9/1/2023	8/31/2025	2	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine Stawitz	9/1/2022	8/31/2024	1	City Council
	F	3	9.	Member	Amy Conroy	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
	M		12.	Get Engaged Member	Arya Blourchian	9/1/2022	8/31/2023	1	Mayor

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

### Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02674, **Version:** 1

---

Appointment of Nia Ransom as member, Seattle Bicycle Advisory Board, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Nia Ransom</i>		
<b>Board/Commission Name:</b> <i>Seattle Bicycle Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 9/1/2023 <b>to</b> 8/31/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Atlantic</i>	<b>Zip Code:</b> <i>98144</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Nia Ransom has an extensive history with bicycling, including teaching mountain bike youth classes, working in a bike shop, and leading bike events for women and the LGBTQ community.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

## PROGRAM COORDINATOR

A high-performing and personable individual with 10 years in customer service, and 3 years in project management within a world class B2B commercial furniture industry, education, non-profit, manufacturing, and retail setting.

## CORE COMPETENCIES

Scheduling | Budgeting | Project Management | Meeting Facilitation | Vendor Management | Customer Service | Calendaring | Invoicing | Purchase Orders | Training | Quoting | Document Organization | Inventory | Data Tracking | Sales Support | Logistics

## PROFESSIONAL EXPERIENCE

### University of Washington - School of Medicine, Program Coordinator (Seattle, WA) July 2023 - Present

- Manage logistics and provide staffing support for all School of Medicine student life events.
- Provide training, support, and information to student organization representatives.

### Fully LLC, Workplace Project Manager (Seattle, WA, REMOTE) July 2022 - March 2023

Collaborated with fulfillment and the warehouse team to manage freight logistics for the company, and oversaw 40 installers nationally to execute commercial space plans and timelines for 5 Account Managers. Quoted installation services based on scope of work and profit margin, and collaborated with Accounting to process invoices and purchase orders. Oversaw the sales, shipping, install, and project process from start to finish to mitigate risk and reduce mistakes.

- Managed complex scheduling and executed 10-20 office installations, bi-weekly.
- Trained 10 staff in customer service and sales on company logistics, sales, and installation process.
- Directed the post-sale timeline for inventory, shipping, delivery, and assembly of products for projects over \$40K.
- Proposed project scope and collected bid proposals to determine the best service at the client's budget.
- Served as the point of contact for installers, vendors, 3PLs, and customers regarding shipping, and product issues.
- Updated project status notes and noted any issues for account managers and stakeholders daily.
- Documented new project processes and organized project files for account managers for easy access.
- Vetted, sourced, and onboarded new installers into our system and based on project scopes.

### Fully LLC, Workplace Account Manager (Portland, OR, REMOTE), November 2021- July 2022

Used a consultative approach to understand the client's budget, timeline, and ergonomic needs, negotiated pricing and terms of the sale in collaboration with the Pricing Manager and Accounting and developed pricing schedules with B2B partners, while working within the client's budget.

- Facilitated meetings with designers, clients, and project managers to create project plans and product schedules.
- Partnered with the Business Analyst to create reports to track sales and purchasing patterns for return customers.
- Partnered with business development to manage the A&D trade program, resulting in 7 projects over \$100K.
- Onboarded and trained 11 staff on logistics, sales processes, and got them up to speed within 3 weeks of hire.

### Fully, LLC Workplace Client Services Representative (Portland, OR), July 2019 - November 2021

Served as the main point of contact for commercial customer inquiries and complaints, triaged the case queue delegating tasks to Account Managers, and managed the personal pipeline. Vetted businesses, conducted product consultations, processed purchase orders, negotiated pricing, finalized sales orders, and coordinated returns with the warehouse.

- Partnered with Account Managers to correct order issues and helped to maintain an 85% conversion rate.
- Resolved 33,000 tickets and inquiries and onboarded 1,100 new clients through phone and email.

### Fully, LLC Warranty Specialist (Portland, OR), October 2018 - June 2019

Conducted troubleshooting, tracked and reported product issues to manufacturers, partnered with product development to improve products, and informed the warehouse on product issues.

- Facilitated 8 virtual training sessions for new staff on how to troubleshoot products.

- Created process and product documents for vendors and B2B partners around how to fix common product issues.
- Communicated with vendors daily regarding warranty issues and determined steps for and timeline for resolution.

**Sports Basement, Bike Lead and Community Coordinator (San Francisco, CA), March 2015 - June 2018**

- Organized and executed 10 store events to increase store memberships and attendance.
- Managed the bike repair calendar for a team of 5 mechanics.

**AmeriCorps, College Career Advisor and Coordinator (San Francisco), August 2013 - March 2015**

- Facilitated weekly college career meetings with other community based organizations and high school faculty.
- Planned and executed the annual college fair with over 50 community based organizations and colleges.
- Reported data quarterly using surveys, Excel spreadsheet, and Google docs for grant proposals.

**Boys and Girls Club, Mountain Bike Specialist (San Francisco, CA), June 2011 - August 2011**

**EDUCATION**

BA, Film and Media Studies, San Francisco State University, 2013

**TECHNICAL SKILLS**

Excel, Powerpoint, Microsoft Office, Google Suite, NetSuite, Outlook, Tableau, Outlook, Powerpoint, Zendesk, Sharepoint

# Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2023	8/31/2025	3	Mayor
6	M	2	2.	Member	Max Green	9/1/2022	8/31/2024	1	City Council
9	F	3	3.	Member	Nia Ransom	9/1/2023	8/31/2025	1	Mayor
6	F	1	4.	Member	Diane C. Hetrick	9/1/2023	8/31/2025	1	City Council
9	O	3	5.	Member	Ty Bottorff	9/1/2023	8/31/2025	2	Mayor
6	M	7	6.	Member	Douglas Migden	9/1/2023	8/31/2025	2	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine Stawitz	9/1/2022	8/31/2024	1	City Council
	F	3	9.	Member	Amy Conroy	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
	M		12.	Get Engaged Member	Arya Blourchian	9/1/2022	8/31/2023	1	Mayor

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

### Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02675, **Version:** 1

---

Appointment of Desiree Krautkramer as member, Seattle Pedestrian Advisory Board, for a term to March 31, 2025.

The Appointment Packet is provided as an attachment.





## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Desiree Krautkramer</i>		
<b>Board/Commission Name:</b> <i>Seattle Pedestrian Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other		<b>Term of Position: *</b> 4/1/2023 to 3/31/2025  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>U District</i>	<b>Zip Code:</b> 98105	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Desiree Krautkramer is a security officer who would like to help make Seattle a better and safer place to travel, especially for those with mobility concerns.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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



## CONTACT

■■■■■  
■■■■■  
■■■■■  
■■■■■  
■■■■■

# DESIREE KRAUTKRAMER

Security Professional/Customer Service

## EDUCATION

---

### **Western Ct State University**

Graduated 1993

Justice and Law Administration with concentration in probation and parole and minor in psychology

### **Seattle Central Community College**

Currently ~Halfway completed the substance abuse counselor training course.

Classes in diversity, family systems, multigenerational trauma, life span psychology etc.

## WORK EXPERIENCE

---

### **Pal American Security company (current employer)**

Part time security officer at concierge desk dealing with building safety and client needs issue.

### **Rockefeller Productions**

Fall 2021- Jan 2022

On site mgr. for the Awesome Lego exhibition that showcased at Fisher Pavilion. Dealt with staff training, ticketing, safety issues, staffing, tours, setting up for openings and breaking down for closing of the day and in the end helped with pack up tasks.

### **Puget Sound Security/Pal American security**

During COVID crisis part of the pandemic did essential worker security work on 3<sup>rd</sup> Ave Seattle. Before ankle injury at work I had been the patrol officer for the MT Baker Community as burglary response and patrol officer full time.

## SKILLS

---

25 + years of customer service experience.

11 + years security experience.

Licensed security guard in the state of WA.

NARCAN trained & experience with intervening to help ppl with substance abuse issues.

Active shooter training

De-escalation training

Works well alone and in groups.

# Seattle Pedestrian Advisory Board

12 Members: Pursuant to Resolution 29532 and Ordinance 120325, all members subject to City Council confirmation, 2-year terms, Get Engaged Member, 1-year term:

- 7 Mayor- appointed
- 5 City Council - appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	6	1.	Member	Fallon Boyle	4/1/22	3/31/24	1	City Council
6	M	4	2.	Member	David Frantz	4/1/23	3/31/25	2	City Council
6	M	5	3.	Member	Wes Mills	4/1/22	3/31/24	1	City Council
6	F	7	4.	Member	Chelsea Morrison	4/1/23	3/31/25	2	City Council
3	F	3	5.	Member	Natasha Riveron	4/1/23	3/31/25	2	City Council
6	F	7	6.	Member	Emily Davis	4/1/22	3/31/24	2	Mayor
3	F	4	7.	Member	Desiree Krautkramer	4/1/23	3/31/25	1	Mayor
1	F	2	8.	Member	Emilie Szeto	4/1/22	3/31/24	1	Mayor
6	O	3	9.	Member	Chris Grgich	4/1/22	3/31/24	1	Mayor
6	F	4	10.	Member	Maria Sumner	4/1/23	3/31/25	3	Mayor
1	M	7	11.	Member	Rohit Ammanamanchi	4/1/22	3/31/24	1	Mayor
6	M	3	12.	Get Engaged Member	Holt Hafer	9/1/22	8/31/23	1	Mayor

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02676, **Version:** 1

---

Appointment of Ryan Baum as member, Seattle School Traffic Safety Committee, for a term to March 31, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Ryan Baum</i>		
<b>Board/Commission Name:</b> <i>Seattle School Traffic Safety Committee</i>		<b>Position Title:</b> <i>Bicycle Safety Representative</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 4/1/2023 <b>to</b> 3/31/2026  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>West Seattle</i>	<b>Zip Code:</b> <i>98126</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Ryan Baum is a parent with a strong interest in bicycling and getting families to bike year-round. Ryan works in product management.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

## RYAN BAUM

### SUMMARY OF QUALIFICATIONS

Innovative multi-functional leader specializing in product strategy, ecommerce systems, customer analytics, and membership program offerings. Over 20 years of defining and implementing strategic initiatives at top retail and consumer companies. Skilled at building high performing product, marketing, analytics, and technical teams.

### EXPERIENCE

2009-current **AMAZON.COM**, Seattle WA

***Sr. Manager, Alexa Identity*** (Jan 2021 – current)

Product and analytics leader for Alexa-wide personalization effort across consumer, enterprise, and developer use cases. Defined success criteria for personalization improvement, drove alignment across 20+ teams on roadmaps, and established ongoing tracking and ideation mechanisms. Responsible for the roadmap of a 100 person engineering team focused on profile enrollment/management, biometrics based user recognition, and patterns for how individual user data are used to adapt Alexa responses. Direct manager of a 12 member product and BI team. Amazon hiring assessor (Bar Raiser) with 1200+ interviews.

***Sr. Manager, Cross-Channel Marketing Products and Technology*** (Dec 2019 – Dec 2020)

Leader of a 60 person product, engineering, and program management organization developing new marketing functionality to drive longitudinal shifts in customer behavior and perceptions across customer segments and diverse business objectives. Built and owned tools for automated content generation, targeting, ML models predicting relevance, dynamic content rendering, and measurement. Defined vision and assembled organization from five separate teams across four geographies.

***Sr. Manager, Sub-Segment Experiences*** (Aug 2018 – Dec 2019)

Head of 30 person product, marketing, and software team building experiences and functionality for underserved consumer segments. Launched examples include Amazon Teen and Textures & Hues (black/multi-cultural hair care).

***Sr. Manager, Households and Teens*** (Jul 2016 – Aug 2018)

Led marketing, design, and product organization developing multi-user shared family shopping functionality. Recruited business and engineering team to solve shared purchasing and notification flows across multiple accounts.

***Sr. Manager, Alexa Mobile*** (Aug 2015 – Jun 2016)

Product leader for Alexa mobile experience, account settings, accessibility, and notifications. Launched Alexa Skills rating and reviews. Established vision for next generation of Alexa App. Developed Alexa OS notifications framework. Built in-app functionality for Echo Dot and Echo Show devices. Crafted roadmap and resource plan for first Alexa accessibility initiative.

***Sr. Manager, Prime Member Engagement and Retention*** (Apr 2014 – Aug 2015)

Global leader for a 10 person Prime member retention product and marketing team. Responsible for retention vision across eight locales, lifecycle member marketing, retention workflows, customer service policy, and fraud. Contributed to 10x membership growth over five years by increasing retention rates by 30%. Created product vision for Prime Day and led CEO review to get approval to launch. Built out four sub-teams and spun off three leading to growth opportunities for new leaders.

***Manager, Prime Digital Adoption*** (Sep 2012 – Mar 2014)

Created an 8 person business and software development team driving usage of Amazon Prime's digital benefits. Grew usage of video by over 400% in one year building cross-site messaging placements and targeting approach. Defined vision, built project roadmap, and aligned goals across internal partner teams. Approach to adoption was used for future benefit launches.

***Manager, Reporting and Analytics – Amazon Prime and Delivery Experience*** (Aug 2011 – Aug 2012)

Responsible for analytics, data infrastructure and metrics for Prime and shipping programs globally. Managed statisticians and data engineers focused on dashboarding, targeting, optimization, and customer profitability. Created automated statistical modeling process for member retention lift used across Amazon for measuring membership gain from new benefits.

***Sr. Marketing Manager, Amazon Prime Retention*** (Nov 2009 – Jul 2011)

Managed retention across six locales including renewal messaging, charge logic, customer service experience, membership forecasting, market research, offer testing, and email communications. Developed usage-based metrics. Expanded Prime to additional benefits ( Instant Videos & Reading), geographies (Italy & Spain), and segments (Mom & Student).

2006-2009      **STARBUCKS COFFEE COMPANY**, Seattle WA

**Category Manager, Brand Loyalty** (Jan 2008 – Oct 2009)

Launched innovative stored value card based loyalty program accounting for \$750MM in annual member spend in first year. Managed \$7MM marketing budget, three direct reports, 40-person cross-functional team and outsourced offshore analytics team. Responsible for program strategy, promotions, analytics and program financials. Launched company's first loyalty program from concept to national rollout in six weeks. Signed up over two million paid members in the first year while increasing customer spend and brand affinity. Drove 20% increases in spend and improved brand affinity in face of negative 8-10% overall retail store comps. Defined value proposition and financial impact of next generation program (My Starbucks Rewards). Crafted transition plan to reduce cost, increase membership and maintain customer satisfaction. Directed technical team for loyalty systems and POS integration and negotiated multi-year technology agreement reducing per-transaction cost.

**Manager, Global Strategy** (Jul 2006 – Dec 2007)

Led business unit leadership teams through annual planning and projects such as pricing, profit optimization, and real estate strategy. Promoted to manager in 18 months. Defined customer value proposition and drove pricing assessment that resulted in launch of new loyalty program. Partnered with store operations, finance and technical teams to achieve \$8MM retail profit savings improvement that increased employee satisfaction without impacting customer experience. Simultaneously guided three year strategic planning process for Supply Chain and Entertainment groups. New hire onboarding facilitator.

Summer 2005      **MILLER BREWING COMPANY**, Milwaukee WI

**Brand Management Intern, Jacob Leinenkugel Brewing Company**

Directed market research for new flavors resulting in national launch of a line extension (Summer Shandy). Developed pricing and distribution strategy leading to profit-increasing regional SKU optimization of previous line extensions.

2002-2004      **CARMAX**, Richmond, VA

**Senior Analyst, Operations and Strategy**

Analytical lead for strategic projects, competitive benchmarking, investor relations, and vehicle repair for used-vehicle retailer. Developed processes, metrics, and training for quality initiative that decreased cost and increased intent to recommend and repurchase. Designed a performance management tool leading to \$20MM annual procurement saving. Created a new-to-industry service compensation plan by incentivizing consultants on customer experience.

2000-2002      **THE BOSTON CONSULTING GROUP**, Chicago, IL

Member of consulting teams working on Fortune 500 senior leadership engagements. Projects included \$100MM new market opportunity for a \$4B specialty materials client, turnaround strategy for direct mail division of \$6B printer, and standardizing global upward feedback process across 40 BCG offices.

## EDUCATION

**DUKE UNIVERSITY, Fuqua School of Business**, Durham, NC

*Master of Business Administration, May 2006. Marketing emphasis. Merit scholarship recipient. Dean's list honors.*

**PRINCETON UNIVERSITY**, Princeton, NJ

*A.B. Woodrow Wilson School of Public and International Affairs, May 2000. Cum laude. Environmental Studies Certificate.*

## OTHER

**Flying Bike Cooperative Brewery** Founding Member and investor in WA state's first co-operative brewery.

**Princeton Club of Western Washington** – President 2015-17, VP 2013-15, Alumni Interviewing Chair – 2010-18.

Other interests include Nordic Skiing, Cycling, Fly Fishing, Hiking, and Home Brewing.

# Seattle School Traffic Safety Committee

11 Members: Pursuant to Ordinance 124168, 6 members subject to City Council confirmation, 3-year terms:

- 6 Mayor- appointed
- 5 Other Appointing Authority: Seattle Police Department, Seattle Department of Transportation, Seattle Public Schools, King County Metro

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Seattle Police Department Representative	Gary Davenport	4/1/2020	3/31/2023	N/A	Chief of Police
1	F	1	2.	Seattle Transportation Representative	Diane Walsh	4/1/2023	3/31/2026	N/A	Director of Transportation
		1	3.	Seattle Public School District No. 1 Representative	Sara Colling	4/1/2022	3/31/2025	N/A	Superintendent of Seattle Public Schools
6	F	7	4.	Seattle Public School District No. 1 Representative	Yvonne Carpenter	4/1/2022	3/31/2025	N/A	Superintendent of Seattle Public Schools
6	F	6	5.	Representative of Parents	Mary Ellen Russell	4/1/2022	3/31/2025	3	Mayor
			6.	King County Metro Representative	Robbie Frankel	4/1/2020	3/31/2023	N/A	Metro Transit General Manager
6	F	6	7.	Member At Large	Kelsey Rote	4/1/2023	3/31/2026	1	Mayor
6	F	6	8.	Member At Large	Noa Guter	4/1/2022	3/31/2025	1	Mayor
	F	5	9.	Member At Large	Marilyn K. Firman	4/1/2021	3/31/2024	2	Mayor
6	F	3	10.	Pedestrian Safety Representative	Margaret McCauley	4/1/2023	3/31/2026	2	Mayor
6	M	1	11.	Bicycle Safety Representative	Ryan Baum	4/1/2023	3/31/2026	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*





## Legislation Text

---

**File #:** Appt 02677, **Version:** 1

---

Appointment of Kelsey Rote as member, Seattle School traffic Safety Committee, for a term to March 31, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Kelsey Rote</i>		
<b>Board/Commission Name:</b> <i>Seattle School Traffic Safety Committee</i>		<b>Position Title:</b> <i>Member At Large</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 4/1/2023 <b>to</b> 3/31/2026  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Phinney Ridge</i>	<b>Zip Code:</b> <i>98103</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Kelsey Rote works as a budget and policy analyst on capital investments in K-12 and higher education for the state.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

# KELSEY ROTE

SENIOR POLICY ANALYST

📞 [REDACTED] ✉ [REDACTED] 🌐 [REDACTED]

---

## ABOUT ME

Experienced policy analyst with a background in:

- Analyzing state and agency level policy proposals, with a focus on implementation
  - Figuring out how to best allocate scarce resources, with a focus on equity
  - Coordinating projects across teams, units, and agencies, with a focus on relationship building
- 

## RELEVANT EXPERIENCE

### CAPITAL BUDGET ASSISTANT TO THE GOVERNOR (2022-present)

The Governor's Office of Financial Management 2022-present

- Manage the capital portion of the education portfolio (K-12, higher education, and specialty schools and historical societies) for the entire state.
- Work with operating budget analysts, governor policy staff, legal counsel, agencies, legislative counterparts, and stakeholders to understand the varying issues related to education in the state.
- Brief and make recommendations to the governor and senior-level staff regarding which education projects to fund in the capital budget.
- Monitor and support state agencies in budget development, budget implementation, program performance, and other fiscal matters.
- Perform independent research and analysis of policies and proposals. This includes expected outcomes, state and local costs, implementation strategies, and stakeholder positions. Analyze legislative bills and budget proposals, and communicate impacts to senior-level staff.
- Review and approve fiscal notes within short timelines during the legislative session.

### SENIOR POLICY ANALYST (2020-present)

#### POLICY ANALYST (2017-2019)

University of Washington, Office of Planning & Budgeting 2017-2022

- Led analysis of legislative capital budget proposals and acted as liaison Facilities staff and our budget/policy staff.
- Led fiscal analysis process for state bills and policy proposals; delegated and reviewed all fiscal notes; coordinated alignment with other WA higher ed. institutions. Focus areas: facilities/capital infrastructure, green energy/climate/sustainability, and hospital systems/behavioral health.
- Analyzed all proposed bills in the House or Senate for how they might impact the UW and tracked bill progress throughout the legislative session.
- Coordinated the annual operating state budget submission; recommended to the President and Provost which requests for funding/submission should move forward; and wrote decision packages.

- Wrote briefs for internal and external audiences. Topics included cost of living, income share agreements, activity-based budgeting, differential tuition, and demographic shifts in higher ed.
- Hired and supervised our legislative and policy analysis intern; mentored/advised policy analysts.

## RESEARCH ANALYST

University of Washington, Evans School of Public Policy & Gov. 2016 - 2017

One year term limited appointment to complete a study on the efficacy of AP science classes.

- Coordinated data collection across 11 districts and 23 schools. Collected, cleaned, and analyzed data.
- Acted as the liaison between third party organizations, school and district staff, human subjects board/IRB, and research team.
- Managed grants and contracts between study team, school districts, and national organizations.
- Prepared manuscripts for journal submission and data for archiving.
- Created a website for the study and wrote and disseminated quarterly newsletters.

## FREELANCE ANALYST

2015 - 2016

Research Analyst – Luma Consulting

- Co-led mixed method (quantitative and qualitative) analysis of a nonprofit health study involving 1,700 nonprofits across five states.

Program Evaluations Consultant – Open Arms Perinatal Services

- Conducted mixed methods program evaluation using over 1,000 customer satisfaction surveys completed over four years to examine client-doula experience.

## POLICY & DEVELOPMENT INTERN

City of Seattle, Mayor's Office of Domestic Violence & Sexual Assault 2014 - 2015

- Wrote policy memos and briefs for mayoral staff, tracked state and city policies and legislation.
- Completed cost/benefit assessment of the department's 47 grants and contracts, totaling \$4.5 million in investments. Researched and recommended best practices in prevention programming for \$150,000 of additional funds.

## PEACE CORPS VOLUNTEER

U.S. Peace Corps - Ukraine 2009 - 2011

## EDUCATION

### MASTER OF SOCIAL WORK

Administration & Public Policy

University of Washington | 2013 – 2015

### BACHELOR OF ARTS

Psychology & Sociology

Seattle Pacific University | 2005 – 2009

## SKILLS

Policy Analysis & Implementation

Fiscal/Budget Analysis

Project Management

Strategic Planning

Writing and Editing

# Seattle School Traffic Safety Committee

11 Members: Pursuant to Ordinance 124168, 6 members subject to City Council confirmation, 3-year terms:

- 6 Mayor- appointed
- 5 Other Appointing Authority: Seattle Police Department, Seattle Department of Transportation, Seattle Public Schools, King County Metro

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Seattle Police Department Representative	Gary Davenport	4/1/2020	3/31/2023	N/A	Chief of Police
1	F	1	2.	Seattle Transportation Representative	Diane Walsh	4/1/2023	3/31/2026	N/A	Director of Transportation
		1	3.	Seattle Public School District No. 1 Representative	Sara Colling	4/1/2022	3/31/2025	N/A	Superintendent of Seattle Public Schools
6	F	7	4.	Seattle Public School District No. 1 Representative	Yvonne Carpenter	4/1/2022	3/31/2025	N/A	Superintendent of Seattle Public Schools
6	F	6	5.	Representative of Parents	Mary Ellen Russell	4/1/2022	3/31/2025	3	Mayor
			6.	King County Metro Representative	Robbie Frankel	4/1/2020	3/31/2023	N/A	Metro Transit General Manager
6	F	6	7.	Member At Large	Kelsey Rote	4/1/2023	3/31/2026	1	Mayor
6	F	6	8.	Member At Large	Noa Guter	4/1/2022	3/31/2025	1	Mayor
	F	5	9.	Member At Large	Marilyn K. Firman	4/1/2021	3/31/2024	2	Mayor
6	F	3	10.	Pedestrian Safety Representative	Margaret McCauley	4/1/2023	3/31/2026	2	Mayor
6	M	1	11.	Bicycle Safety Representative	Ryan Baum	4/1/2023	3/31/2026	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02678, **Version:** 1

---

Reappointment of Daniel J. Kelly as member, Seattle Freight Advisory Board, for a term to May 31, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Daniel J. Kelly</i>		
<b>Board/Commission Name:</b> <i>Seattle Freight Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 6/1/2023 <b>to</b> 5/31/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Federal Way</i>	<b>Zip Code:</b> <i>98003</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Daniel Kelly has decades of experience in the freight industry and is currently the Vice President of Freight Operations at Alaska Marine Lines.</i>		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 8/22/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

Daniel J. Kelly



## **Employment History**

### **Vice President – Freight Operations 2017 - Present**

Alaska Marine Lines | Seattle, Washington

Directs, administers, and coordinates the Freight Operations activities of the company in support of policies, goals, and objectives established by the President and the Board of Directors by performing the following duties personally or through subordinate managers:

- Plans, directs, develops and implements programs and procedures for efficient Freight Operations in compliance with company policies and goals.
- Plans, directs and manages the Equipment Control Department, the Hawaii Service Center and the Seattle SE CFS Department.
- Plans, directs, develops and implements programs and procedures for efficient operation of Equipment Control in compliance with company policies and goals.
- Management and oversight of all Alaska Marine Lines IT projects related to Freight Handling and Tracking.
- Implements consistent processes across all AML and Service Partner Service Centers related to handling and tracking freight movements from origin to destination.
- Ensures that AML Freight Processes are in alignment with other Lynden operating company processes.
- Evaluates the results of overall Freight Operations regularly and systematically and reports these results to the president. Reviews and analyzes reports such as revenue, cost, and performance records. Directs compilation and preparation of statistical surveys to evaluate operations and recommend changes.
- Participates in formulating policies and developing long-range goals and objectives. Reviews analyses of activities, costs, operations, and forecast data to determine progress toward stated goals and objectives.

### **General Manager 2000 - 2017**

Alaska Marine Trucking, LLC | Ketchikan, Alaska

Responsible for the day-to-day operation and administration of a freight handling company with eight locations in Southeast Alaska in addition to the duties and responsibilities of the Ketchikan Service Center Manager.

## **Education**

Lincoln Land Community College | Springfield, Illinois | 1982-1983

Associate of Science

## **Board Experience**

Southeast Alaska Petroleum Response Organization | 2004 to present

State of Alaska Marine Transportation Advisory Board | 2010-2017

City and Borough of Ketchikan Planning Commission |

Various Community and Civic Organizations



# Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	M	3	3.	Member	Erik Nielsen	6/1/2023	5/31/2025	1	Mayor
6	M	7	4.	Member	Dan Gatchet	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2023	5/31/2025	2	City Council
6	M	4	8.	Member	Herb Krohn	6/1/2023	5/31/2025	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2023	5/31/2025	2	Mayor
6	M	6	10.	Member	Waylon Robert	6/1/2023	5/31/2025	1	City Council
6	M	6	11.	Member	Stan Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

---

**File #:** Appt 02574, **Version:** 1

---

Appointment of Denise Perez Lally as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Denise Perez Lally</i>		
<b>Board/Commission Name:</b> <i>Equitable Development Initiative Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 3/1/2022 to 2/28/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>West Seattle</i>	<b>Zip Code:</b> 98116	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> “My core values have led me to my life’s work of healing our community from generational trauma, oppression and racism, through love, compassion, and spiritual belief.” Born into poverty and raised in the West Side neighborhood of Denver, Colorado, Ms. Pérez Lally began her career providing direct services to working families, immigrants and refugees, and children in the Latinx, Afro-Latino and African communities in Washington, Colorado and New Mexico. At an early age, she learned from her grandparents to honor “La Tierra Madre” (mother earth), and to honor our ancestors—A belief she continues to practice today. Denise was the first in her extended family to graduate from college; she is a proud graduate of New Mexico Highlands University. Her continuing education includes training from the People’s Institute, the Center for Creative Leadership, Harvard University’s Kennedy School of Government, and Centro de Estudios Lingüísticos y Multiculturales, in Cuernavaca, Mexico. Ms. Pérez Lally’s proudest accomplishments include being a team member to create income eligible-housing and providing supportive housing services to homeless families in Seattle and King County. Additionally, expanding social services and youth programs for adults, youth and children while centering racial equity. Denise Pérez Lally currently serves as the Senior Director of Housing, Social Services and Economic Development for African Community Housing and Development in Sea Tac, Washington		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 3/29/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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

# DENISE PÉREZ LALLY

Proven bi-lingual leader with expertise in, and a deep commitment to, nurturing organizational cultures that center self-awareness, freedom, and healing, particularly for Latinx, Afro-Latino, and African-American communities. Accomplished organizational and policy leader with expertise in fund development, grant management, anti-racist organizational practices, community engagement, coalition building, and program management.

## CONTACT



## EDUCATION

### Leadership for the 21st Century Executive Program Certificate

Harvard University  
John F. Kennedy School of  
Government  
Cambridge, MA

### Master of Business Administration, coursework

New Mexico Highlands  
University  
Las Vegas, NM

### Bachelor of Arts, Business

New Mexico Highlands  
University  
Las Vegas, NM

### Certificate of Spanish Language Instruction

Centro De Estudios Bilingues  
y Multiculturales, A.C.  
Cuernavaca, Morelos, México

## BOARD SERVICE

### Southeast Seattle Education Coalition

Member, 2015-present

### Racial Equity Coalition

Member, 2019-2022

### Equity Matters

Community Representative,  
2016-2017

### King County Immigrant and Refugee Task Force

Member, 2015-2017

### Plaza Roberto Maestas Condominium Association Board of Directors

Vice President, 2015-2021

### ECR & El Patio Condominium Association Board of Directors

Vice President, 2011-2021

## EXPERIENCE

### SENIOR DIRECTOR OF HOUSING, SOCIAL SERVICES, & ECONOMIC DEVELOPMENT

African Community Housing & Development | SeaTac, WA | 2022 - present

- Serve as a key member of the leadership team
- Oversee housing, basic needs, and social services programs
- Steward relationships with key stakeholders
- Manage programs and budgets ensuring high quality programming and culturally responsive case management for the African Diaspora community

### DIRECTOR OF OPERATIONS

Mary's Place | King County, WA | 2021-2022

- Served on Mary's Place executive leadership team as a decision maker to address challenges, opportunities and successes, including COVID-response, strategic planning, housing development projects, new Burien shelter, affordable housing, annual operating plan, budget, policies, fundraising events, and racial equity training organization-wide
- Managed and supervised five direct reports and 23 staff who led food services, facilities, procurement, in-kind, donations, warehousing and transportation ensuring timely and high quality service to 800+ guests, residing in shelters located in Burien, Bellevue, Northshore, downtown Seattle, and South Lake Union
- Prioritized racial equity training for all staff, using the racial equity toolkit in decision making and an understanding and commitment to dismantling institutional and structural racism
- Mentored and coached staff for optimal performance and supported personal development

### DIRECTOR OF HUMAN SERVICES

El Centro de la Raza | Seattle, WA | 2011 - 2021

- **Leadership:** Served as a member of El Centro's executive leadership team, providing strategic advice and support to the Executive Director. Assisted in developing and overseeing 25 programs serving adults and youth. Provided insight and transparency into organizational practices to the Board of Directors.

continued on next page

- **Anti-Racist & Embodied Practice:** Worked to center racial equity principals in all aspects of programs and services. Ensured all staff members had racial equity training and shared a common understanding and commitment to dismantling institutional and structural racism. Collaboratively developed healing spaces for staff to nurture a culture of both compassion and accountability to achieve justice and healing.
- **Fund Development & Grant Management:** Directly solicited and acquired over \$3M in contract funding in collaboration with a staff grant writer. Managed and maintained on-going funding contracts and relationships. Collaborated to secure funding for COVID-related emergency rental and food assistance.
- **Operations, Management & Work Culture:** Effectively led 27 team members, including six direct reports, lead advocacy efforts at the local, county and state level. Organized community members to address difficult issues, led adult and youth programs, including: Rapid Re-Housing, Emergency Rental Assistance, Transitional Housing and Eviction Prevention, Youth Development, Senior HUB, and much more. Led weekly staff meetings and provide support and accountability for program quality. Identify ongoing professional development support that is responsive to the needs of community and the team.
- **Financial Strategy, Management & Planning:** Expertly planned and managed El Centro's \$4 million human services budget. Prepared, analyzed, and tracked all monthly, quarterly and yearly financial reporting requirements. Produced annual departmental and programmatic budgets. Tracked grant/contract reporting.
- **Community Engagement & Coalition Advocacy:** Led and facilitated grassroots efforts to strengthen relationships and build power in coalition with El Centro's immigrant and refugee community. As part of the Racial Equity Coalition, helped secure resources to fuel the capacity of BIPOC-led movements.

#### CHIEF OF STAFF, Councilman Paul D. López | 2007-2011

#### SENIOR LEGISLATIVE AIDE, City Council President Rosemary Rodriguez | 2003-2007

#### LEGISLATIVE AIDE, Councilwoman Debbie Ortega | 1999-2003

#### City of Denver, County of Denver | Denver, CO

- **Strategic Partnership & Collaboration:** Served as a key liaison to the Mayor's office and all city agencies, working to improve communication and further city goals. Directly influenced successful policy wins via strategic partnerships, including: increasing recycling services from 12% to 37% among city residents; securing more than \$3M in capital improvement funding; securing Denver's prominent gateway artwork; attracting new affordable housing developments; expanding public health opportunities for underserved communities; opening a new public pool; and creating a \$30M central public library.
- **Legislation, Policy and Community Engagement:** Facilitated ongoing communication between government and community groups, addressing a variety of concerns including racial equity, public safety, health, affordable housing, utilities, privacy, accessibility, and transparency in government. Served as a community liaison and interpreter, particularly for communities experiencing a lack of belonging in government settings. Participated in monthly community meetings and provided feedback/briefings to stakeholders.
- **Budget Management & Analysis:** Manage multi-million dollar city council office budget, including payroll, administrative overhead costs, facilities, and special projects. Provided budget analysis to help drive prioritization, RFP processes, personnel compensation, and additional considerations.
- **Communication & Crisis Mediation:** Coordinated and managed over 24 press conferences, serving as a City Council representative to the press. Mediated conflicts and identified shared solutions that centered the experiences of community over corporate interests. Provided crisis management for council members and other government representatives, requiring immediate turn around and/or direct action.
- **Research & Writing:** Prepared, drafted, and edited hundreds of press releases and official government communication on behalf of council members. Conducted time-sensitive research and analysis for legislative briefings and hearings. Provided written analysis and historical context for a variety of city projects.

# Equitable Development Initiative Advisory Board

**13 Members:** Pursuant to *Ordinance 119887*, *all* members subject to City Council confirmation.

- a) Initial members in positions 3, 6, 9, 12, and 13 shall be members of the Equitable Development Initiative's Interim Advisory Board as of the effective date of this ordinance
  - b) The initial terms for positions 1, 3, 4, 6, 8, 10, and 13 shall be one year
  - c) The initial terms for positions 2, 5, 7, 9, 11, and 12 shall be two years
  - d) All subsequent terms shall be for three years. With the exception of initial positions 3, 6, 9, 12, and 13 no member shall serve more than two consecutive three-year terms
- **3** City Council-appointed
  - **3** Mayor-appointed
  - **7** Other Appointing Authority-appointed (specify): Initial appointments by Interim Advisory Board, subsequent appointments by Advisory Board

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Denise Perez Lally	3/1/2022	2/28/2025	1	Mayor
			2.	Member	Evelyn Thomas Allen	3/1/2023	2/28/2026	2	Mayor
			3.	Member	John Rodriguez	3/1/2022	2/28/2025	1	Mayor
			4.	Member	Lindsay Goes Behind	3/1/2022	2/28/2025	1	City Council
			5.	Member	Abdirahman Yusuf	3/1/2023	2/28/2026	2	City Council
			6.	Member	Kaleb Germinaro	3/1/2022	2/28/2024	1	City Council
			7.	Member	Mark R. Jones	3/1/2022	2/28/2025	2	Board
			8.	Member	Jamie Madden	3/1/2022	2/28/2024	1	Board
			9.	Member	Willard Brown	3/1/2021	2/28/2023	2	Board
			10.	Member	Diana Paredes	3/1/2022	2/28/2025	1	Board
			11.	Member	Quanlin Hu	3/1/2022	2/28/2024	2	Board
			12.	Member	Jennell Hicks	3/1/2023	2/28/2026	2	Board
			13.	Member	Sophia Benalfew	3/1/2022	2/28/2025	1	Board

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary. 3*



## Legislation Text

---

**File #:** Appt 02575, **Version:** 1

---

Reappointment of Evelyn Thomas Allen as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Evelyn Thomas Allen</i>		
<b>Board/Commission Name:</b> <i>Equitable Development Initiative Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> 3/1/2023 <b>to</b> 2/28/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Rainier Valley</i>	<b>Zip Code:</b> <i>98144</i>	<b>Contact Phone No.:</b>
<b>Background:</b> I feel that this is the natural next evolution in my service to my community to ensure that tangible resources and policy changes benefit BIPOC communities and their needs. There are specific service models and processes needed to be recognized and honored in addressing the historic trauma that BIPOC communities have lived through. It is best that leaders from those communities assist our city to make wise and effective policy changes, resource investments, services and housing designs.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 3/29/2023		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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



***Evelyn Thomas Allen***



***Development & Management Philosophy:*** I believe in the development of housing and services that respect the dignity and enhances the quality of life for those that we serve. I also believe in working with the community and those that we serve in creating safe, quality, and sacred living spaces through collaborations and partnerships. I believe in functioning in all areas with the highest degree of integrity, enthusiasm, creativity, innovation, and excellence.

**Organizational and Housing Development**

- Founded a successful housing development and services organization operating for the last twelve years focused on moving families out of poverty and homelessness.
- Participated as co-leader of development teams that oversaw the new construction or rehabilitation of five (5) affordable housing projects totaling 150 units.
- Created a pipeline of new construction of over 500 new affordable housing units.
- Functioned as Development Committee Chair that oversaw the new construction of a \$2.3million church sanctuary.

**Leadership and Management**

- Experience in organizational and program development, moving from vision to implementation and evaluation.
- Ability to develop and implement a matrix of services to accomplish specific goals, objectives, and outcomes. Ability to design the same for particular target populations.
- Ability to work effectively as a part of a development/management team exhibiting skills of creativity, cooperation, innovation, responsible risk-taking, and utilizing excellent interpersonal skills.
- Ability to operate as a team leader effectively and efficiently complete assigned projects managing changing timelines, staffing, and working within project budget goals.
- Ability to create effective working relationships with public, private, elected officials, community organizations, and grassroots communities.
- Ability to interpret and appropriately apply complex rules, regulations, procedures, and laws.
- Develop and/or monitor budgets totaling over \$25 million.
- Experience in fundraising, i.e., grants writing, special events, direct mailings, conference, etc.

**Other Skills and Abilities:**

- Experience in public speaking, conducting trainings, focus groups, and other information gathering formats.
- Excellent written and oral communication skills.

- Ability to maintain confidentiality and to use discretion as appropriate to the given situation.
- Computer literate, some social media platforms.

### **Work History:**

<b>10/2021 to present</b>	President & Executive Director of the FAME – Equity Alliance of Washington, a state-wide organization founded to create housing, services, and economic opportunities for the Black American Community. Also, to leverage these assets for the community's benefit.
<b>11/2005 to 10/2021</b>	Founder and Director of the Catholic Community Services' Village Spirit Center for Community Change & Healing, which is a Western Washington-wide initiative to create housing, services, and economic opportunities for the Black American community.
<b>7/99 to 10/2005</b>	Director of the Randolph Carter Family & Learning Center a merged entity within Catholic Community Services combining the African American Family Center and the Seattle/North Seattle Family Center.
<b>1/96 to 7/99</b>	Director, African American Family Center, Catholic Community Services.

### **Education:**

Master of Science, Management, Antioch University-Seattle, 2006.

Graduate Certificates: Certificate in Integrated Skills for Sustainable Change, June 2004;

Graduate Certificate in Business Leadership and Change Management, December 2005, Antioch University, Seattle

BS, Business Administration, City University, 1996.

Graduate of the Center for Ethical Leadership's, Religious Leaders Institute

Boards & Organizational Memberships: Numerous

# Equitable Development Initiative Advisory Board

**13** Members: Pursuant to *Ordinance 119887*, *all* members subject to City Council confirmation.

- a) Initial members in positions 3, 6, 9, 12, and 13 shall be members of the Equitable Development Initiative's Interim Advisory Board as of the effective date of this ordinance
  - b) The initial terms for positions 1, 3, 4, 6, 8, 10, and 13 shall be one year
  - c) The initial terms for positions 2, 5, 7, 9, 11, and 12 shall be two years
  - d) All subsequent terms shall be for three years. With the exception of initial positions 3, 6, 9, 12, and 13 no member shall serve more than two consecutive three-year terms
- **3** City Council-appointed
  - **3** Mayor-appointed
  - **7** Other Appointing Authority-appointed (specify): Initial appointments by Interim Advisory Board, subsequent appointments by Advisory Board

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Denise Perez Lally	3/1/2022	2/28/2025	1	Mayor
			2.	Member	Evelyn Thomas Allen	3/1/2023	2/28/2026	2	Mayor
			3.	Member	John Rodriguez	3/1/2022	2/28/2025	1	Mayor
			4.	Member	Lindsay Goes Behind	3/1/2022	2/28/2025	1	City Council
			5.	Member	Abdirahman Yusuf	3/1/2023	2/28/2026	2	City Council
			6.	Member	Kaleb Germinaro	3/1/2022	2/28/2024	1	City Council
			7.	Member	Mark R. Jones	3/1/2022	2/28/2025	2	Board
			8.	Member	Jamie Madden	3/1/2022	2/28/2024	1	Board
			9.	Member	Willard Brown	3/1/2021	2/28/2023	2	Board
			10.	Member	Diana Paredes	3/1/2022	2/28/2025	1	Board
			11.	Member	Quanlin Hu	3/1/2022	2/28/2024	2	Board
			12.	Member	Jennell Hicks	3/1/2023	2/28/2026	2	Board
			13.	Member	Sophia Benalfew	3/1/2022	2/28/2025	1	Board

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

## Key:

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

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

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

*Diversity information is self-identified and is voluntary. 3*



## Legislation Text

---

**File #:** Appt 02631, **Version:** 1


---

Appointment of Nathan Collins as member, Urban Forestry Commission, for a term to March 31, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Nathan Collins</i>		
<b>Board/Commission Name:</b> <i>Urban Forestry Commission</i>		<b>Position Title:</b> <i>Position #9 - Economist, financial analyst, real estate broker, or similar professional</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Urban Forestry Commission</i>		<b>Term of Position: *</b> 4/1/2023 to 3/31/2026  <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>TBD</i>	<b>Zip Code:</b> <i>TBD</i>	<b>Contact Phone No.:</b> <i>Business phone # - NOT personal phone #</i>
<b>Background:</b> <i>Nathan had the immense privilege of growing up in the Pacific Northwest and has always loved the lush green of our region. He graduated from the University of Washington with a Bachelor of Arts in Business Administration (Finance) and currently works at PACCAR Inc, managing the Credit Portfolio and Risk Analytics team. He loves spending his free time seeing live music around the Seattle area, and taking advantage of our sunny days by fishing, hiking, and camping.</i>  <i>Nathan finds deep fulfillment in serving his community through volunteering opportunities and supporting incredible programs connected to United Way of King County as he serves on their Emerging Leaders 365 Committee. He looks forward to bringing valuable insights gained through his volunteer service to work in amplifying the voices and needs of the community while on the Urban Forestry Commission.</i>  <i>Nathan is being appointed to a term ending March 31, 2026</i>		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 6/27/23		<b>Appointing Signatory:</b> <i>Joshua Morris</i>  <i>Urban Forestry Commission Co-Chair</i>

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

# Nathan Collins, CFA

## Professional Experience

---

### **PACCAR Inc.**

Bellevue, WA

#### **Manager, Portfolio Risk and Analysis**

August 2022 - Present

- Manage a team of 5 financial analysts responsible for data management, financial performance analysis, and predictive modeling to assess credit risk for a global finance portfolio.
- Facilitate portfolio risk management through statistical analysis and credit portfolio monitoring systems, overseeing the Current Expected Credit Loss (CECL) prediction model informed by macroeconomic variables to ensure compliance with financial regulations.
- Collaborate with global truck divisions (Kenworth, Peterbilt, DAF) to assess financial impact and identify factors affecting performance, partnering with internal teams to investigate and diagnose changing trends.
- Develop predictive models using macroeconomic analysis to identify market trends and propose strategic targeting in order to maximize financial impact and business generation.
- Remain up-to-date on industry trends and regulations, continuously seeking opportunities for professional growth in financial analysis and portfolio risk management.

#### **Senior Financial Data Analyst**

July 2019 – August 2022

- Lead and execute the full lifecycle of analytic projects, identified and engaged global stakeholders to establish strategic goals.
- Presented results and recommendations to company executives and presidents, highlighting strategic business impact and business generation by utilizing data insights.
- Evaluated and implemented new solutions including machine learning, cloud-based web applications and cloud computing.

#### **Senior Treasury Analyst – PACCAR Financial Corporation**

July 2016 – July 2019

- Performed analysis in financial portfolio in support of PACCAR's Financial Services entities.
- Assisted in determining global financial company debt requirements while adhering to strict liquidity guidelines.
- Prepared asset/liability analysis and presented recommendations to senior management at regular monthly meetings.
- Executed funding (commercial paper, term debt, derivatives) to maximize financial impact.

### **UBS Financial Services – Private Wealth Management**

Bellevue, WA

#### **Associate – Investments Team – The Cascade Group**

June 2014 – July 2016

- Worked in the investment department for a successful team with nine members. Lead financial advisor Terry Cook has been recognized in Forbes Top 200 Wealth Advisors.
- Executed trades in equities (including block orders), fixed income, and alternative investments.
- Conducted regular manager and investment due diligence research in order to enhance informational edge and preserve the confidence of clients.
- Maintained models to analyze portfolio performance according to client risk objectives.
- Monitored and interpreted economic data to relay macro events to clients ad-hoc and in regular meetings.

## Education

**University of Washington - Foster School of Business**  
B.A. – Business Administration (Finance)

**Seattle, WA**  
2010- 2014

## Community Outreach

### **United Way of King County**

**Seattle, WA**

#### **Emerging Leaders 365 Committee Member**

**June 2022 - Present**

- Attend and contribute to monthly meetings where the committee decides on upcoming program offerings and events in order to achieve the organizational goal of building equitable and just communities where people can thrive.
- Host and participate in community events, including hosting a Speaker Series celebrating Native American Heritage Month and a volunteer event supporting the Summer Meals program.

## Achievements and Affiliations

CFA Charterholder

**CFA Institute**

Supporter

**Boy Scouts of America – Troop 008**

Presenter – PFC National Sales Conference 2021

**PACCAR Financial Corporation**

Emerging Leaders Roundtable 2021

**PACCAR University**

Lead Coordinator – United Way Week 2018

**PACCAR Financial Corporation**

Alumni Member

**Delta Sigma Pi - Professional Business Fraternity**

## Skills

**Financial and Economic:** Demonstrated expertise in financial analysis, risk management, with a focus on cash flow modeling, fixed income securities valuation, and asset/liability management. Skilled in synthesizing actionable insights from macroeconomic analysis.

**Business Intelligence Applications:** Significant experience in Tableau. Functional experience in Power BI.

**Cloud-Based Solutions:** Significant experience in Snowflake and AWS data storage tools (DynamoDB, API Gateway, S3). Functional experience in AWS cloud computing tools (Lambda, EC2, SageMaker).

**Business Applications:** Bloomberg Terminal, Morningstar Office, various SAP products, and Reval.

**Communication:** Significant experience in presentations to large audiences of decision makers and skilled in simplifying complex processes to be easily understood in order to demonstrate business impacts.

# Urban Forestry Commission

3/23/2023

13 Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation, 3-year terms:

- 6 City Council-appointed
- 6 Mayor-appointed
- 1 Commission-appointed

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1	Wildlife Biologist	Julia Michalak	4/1/23	3/31/26	1	Council
6	F	6	2	Urban Ecologist	Alicia Kellogg	4/1/23	3/31/26	1	Mayor
1	NB	3	3	Natural Resource Agency or University Representative	Falisha Kurji	4/1/22	3/31/25	1	Council
6	F	4	4	Hydrologist or Similar Professional	Becca Neumann	4/1/21	3/31/24	1	Mayor
6	M	4	5	Arborist	Stuart Niven	4/1/21	3/31/24	2	Council
1	M	5	6	Landscape Architect	Hao Liang	4/1/21	3/31/24	1	Mayor
6	M	3	7	NGO Representative	Joshua Morris	4/1/22	3/31/25	2	Council
2	M	7	8	Development Community or Utility Representative	David Baker	4/1/22	3/31/25	1	Mayor
6	M	1	9	Economist, Financial Analyst, Realtor, or Similar Professional	Nathan Collins	4/1/23	3/31/26	2	Commission
6	F	7	10	Get Engaged Member	Laura Keil	9/1/22	8/31/23	1	Mayor
9	F	4	11	Environmental Justice Rep.	Jessica Hernandez	4/1/21	3/31/24	1	Council
6	F	7	12	Public Health Rep.	Jessica Jones	4/1/21	3/31/24	2	Mayor
9	F	2	13	Community/Neighborhood Rep.	Lia Hall	4/1/21	3/31/24	1	Council

## SELF-IDENTIFIED DIVERSITY CHART

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

### Key:

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

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

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

Diversity information is self-identified and is voluntary.





## Legislation Text

---

**File #:** Appt 02635, **Version:** 1

---

Appointment of Marshall Foster as Director, Seattle Center, for a term to September 1, 2027.

The Appointment Packet is provided as an attachment.

# City of Seattle



## **Director Seattle Center**

**Confirmation Packet  
August 1, 2023**

**Marshall Foster**



August 1, 2023

The Honorable Debora Juarez  
President, Seattle City Council  
Seattle City Hall, 2<sup>nd</sup> Floor  
Seattle, WA 98104

Dear Council President Juarez:

It is my pleasure to transmit to the City Council the following confirmation packet for my appointment of Marshall Foster as the Director of the Seattle Center.

The materials in this packet are divided into two sections:

**A. Marshall Foster**

This section contains Mr. Foster's appointment and oath of office forms, his resume, and the press release announcing his selection.

**B. Background Check**

This section contains the report on Mr. Foster's background check.

Marshall Foster has been an integral and invaluable part of our City government for over 15 years, both spearheading major public projects and bringing communities together to help shape neighborhood planning processes. His well-earned reputation precedes his nomination today, in that I know every Councilmember has had benefited from their engagement with him on recent efforts around the redevelopment of Memorial Stadium and the return of Bumbershoot, to the creation of our new downtown waterfront, to strategizing for how best to manage and shape neighborhood growth.

Prior to this year, Marshall Foster helped create the City's Waterfront Seattle Program, serving as Director of the City's Office of the Waterfront and Civic Projects (OWCP) since 2014. OWCP is now building 20 acres of new parks and public spaces to serve Seattle and the region as part of an innovative civic partnership with \$781 million in funding from the City and State, Downtown property owners, and major philanthropic partners. He also served as the City's Designated Representative to Sound Transit 3 during a critical phase of decision-making in 2022. Prior, he served as the City's Planning Director where he oversaw plans for South Lake Union's expansion, along with community plans for the Rainier Valley, Capitol Hill, the University District, and Northgate.

Following Robert Nellams' well-earned retirement earlier this year, I appointed Marshall as Interim Director of Seattle Center while our Seattle Department of Human Resources (SDHR) launched a competitive search process. We convened a committee of local arts, business, and philanthropic leaders to inform the recruitment process and recommend finalists for my consideration, which included representatives from Seattle Center resident organizations, the Seattle Center Foundation, and the Uptown Alliance. SDHR conducted surveys of Seattle Center employees and stakeholders, which were used to inform the selection process and guide the assessment of applicants. Ultimately, the search committee narrowed the candidates to four, and I and members of my leadership team had the opportunity to meet with each of finalists. I ultimately concluded that Marshall Foster was the clear

choice to help guide our Seattle Center into the future. He brings resourcefulness, bold vision, a collaborative nature, and a deep care for the people of Seattle.

I trust that after reviewing Mr. Foster's application materials, meeting with him, and following Councilmember Lewis's diligent Public Assets & Homelessness Committee review, you will affirm what you've already learned in your years of working with him: that Marshall is perfectly suited to the role of permanent Director of Seattle Center. I trust he'll help to chart a new course for the organization, bring a keen focus to the financial sustainability of Seattle Center, lead on much-needed improvements to its infrastructure (like a renewed Memorial Stadium), and support Seattle Center staff so they feel as integral to the life of the campus as the much-loved International Fountain.

If you have any questions about the attached materials or need additional information, Deputy Mayor Tim Burgess would welcome hearing from you. I appreciate your consideration.

Sincerely,

A handwritten signature in black ink that reads "Bruce A. Harrell". The signature is written in a cursive, flowing style.

Bruce A. Harrell  
Mayor of Seattle

## **SECTION**

### **A**



**City of Seattle**

Mayor Bruce Harrell

---

June 21, 2023

Marshall Foster  
Seattle, WA  
Transmitted via e-mail

Dear Marshall,

It gives me great pleasure to appoint you to the position of Director of the Seattle Center at an annual salary of \$249,328.

Your appointment as Director is subject to City Council confirmation; therefore, you will need to attend the Council's confirmation hearings. Once confirmed by the City Council, you serve at the pleasure of the Mayor and your initial term is for four years.

Your contingent offer letter provided employment information related to the terms of your employment, benefits, vacation, holiday and sick leave.

I look forward to working with you in your role as Director and wish you success. We have much work ahead of us, and I am confident that the Seattle Center will thrive under your leadership.

Sincerely,


A handwritten signature in dark ink that reads "Bruce A. Harrell". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Bruce A. Harrell  
Mayor of Seattle

cc: Seattle Department of Human Resources file



## City of Seattle Department Head Notice of Appointment

<b>Appointee Name:</b> <i>Marshall Foster</i>	
<b>City Department Name:</b> <i>Seattle Center</i>	<b>Position Title:</b> <i>Director</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> Council Confirmation <b>to</b> <i>9/1/2027</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Background:</b> <p>Marshall Foster has been an integral and invaluable part of our City government for over 15 years, both spearheading major public projects and bringing communities together to help shape neighborhood planning processes. His well-earned reputation precedes his nomination today, in that I know every Councilmember has had benefited from their engagement with him on recent efforts around the redevelopment of Memorial Stadium and the return of Bumbershoot, to the creation of our new downtown waterfront, to strategizing for how best to manage and shape neighborhood growth.</p> <p>Prior to this year, Marshall Foster helped create the City's Waterfront Seattle Program, serving as Director of the City's Office of the Waterfront and Civic Projects (OWCP) since 2014. OWCP is now building 20 acres of new parks and public spaces to serve Seattle and the region as part of an innovative civic partnership with \$781 million in funding from the City and State, Downtown property owners, and major philanthropic partners. He also served as the City's Designated Representative to Sound Transit 3 during a critical phase of decision-making in 2022. Prior, he served as the City's Planning Director where he oversaw plans for South Lake Union's expansion, along with community plans for the Rainier Valley, Capitol Hill, the University District, and Northgate.</p>	
<b>Authorizing Signature:</b>  <b>Date Signed:</b> August 1, 2023	<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

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



CITY OF SEATTLE ▪ STATE OF WASHINGTON  
OATH OF OFFICE

---

State of Washington

County of King

I, Marshall Foster, swear or affirm that I possess all of the qualifications prescribed in the Seattle City Charter and the Seattle Municipal Code for the position of Director of the Seattle Center; that I will support the Constitution of the United States, the Constitution of the State of Washington, and the Charter and Ordinances of The City of Seattle; and that I will faithfully conduct myself as Director of the Seattle Center.

---

Marshall Foster

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 2023.

[Seal]

---

Scheereen Dedman, City Clerk



# Marshall Foster

---

## PROFILE

- **A leader in civic place-making and partnerships** – developing shared vision for civic initiatives and projects, with a focus on building partnerships across sectors and aligning diverse interests toward a common goal.
- **An experienced manager and developer of urban public spaces** – leading diverse teams in developing and operating complex parks and cultural spaces, working with civic, business and elected leaders to build public support for projects that are ultimately approved, funded and built.
- **A creative thinker and strategist** – driving innovation across multiple disciplines including parks and public space management, the performing arts, urban design and architecture, real estate strategy and infrastructure financing.

## RELEVANT EXPERIENCE

### **Interim Director, Seattle Center; January 2023 – Present**

Overseeing all aspects of the operations and management of the 74-acre Seattle Center campus, including a \$58M annual budget and 230 FTE. Taking immediate steps to address critical infrastructure issues on campus, completing agreements for the return of major summer festivals to support the Mayor’s downtown activation efforts, and leading completion of plans for Seattle Center to take over maintenance and operations of Seattle’s new Waterfront Park starting in July 2023. Supported Seattle Center in publishing a joint Request for Proposals with the Seattle School District to transform Memorial Stadium into a multi-use sports and entertainment facility.

### **Director, Office of the Waterfront and Civic Projects, City of Seattle, WA; November 2014 – January 2023**

Led creation of the City’s [Waterfront Seattle Program](#), which is now building 20 acres of new parks and public spaces to serve Seattle and the Puget Sound region. Responsible for a staff of 25 and a \$850M capital budget, reporting to the Mayor. Managed all aspects of design and engineering, project management, and construction. Led community planning, engineering and entitlements, working with WSDOT, SDOT, King County Metro and the Port of Seattle. Established a funding partnership including \$193M in State funding, a \$160M assessment of surrounding properties, and \$110M in private philanthropy. Helped to establish and develop the “Friends of Waterfront Seattle” which provides free public programming of the waterfront in partnership with the City.

Led negotiations on behalf of the Mayor for creation of Seattle’s new Climate Pledge Arena, a \$1.1B city-owned sports and music venue that is privately funded and operated.

**City Planning Director, Dept. of Planning and Development, City of Seattle, WA;  
November 2009 – November 2014**

Led Seattle's comprehensive and regional planning, urban design, land use policy, community development, and the work of the Seattle Design and Planning Commissions. Responsible for a staff of 35 and a \$6.4M annual budget. Created the South Lake Union Urban Design Framework which has led to more than 12M SF of new commercial development and 3,500+ new housing units since 2011. Completed a Master Plan for redevelopment of the Yesler Terrace area, and urban design frameworks for the Mt. Baker, Othello and Beacon Hill light rail station areas. Negotiated agreements with Sound Transit for mixed-income transit-oriented development around Seattle's Capitol Hill and Othello stations. Represented the City in negotiating private-sector development projects, including Amazon's Denny Triangle campus, the WA State Convention Center Expansion, and WSDOT's Colman Dock replacement.

**Manager, Office of Policy and Management, City of Seattle, WA;  
July 2007 – November 2009**

Oversaw key projects for the Mayor in parks and South Lake Union. Key projects included early land use planning for South Lake Union, negotiating agreements for MOHAI's move to the Armory in Lake Union Park, and several new sports facilities at Magnuson Park.

**Director of City Greening Initiatives; City of San Francisco, CA; June 2005 – July 2006**

Led sustainable development initiatives for the Mayor. Responsibilities included overseeing the Mayor's sustainability investments and sustainable development policy; coordinating interdepartmental sustainability programs; developing regulatory and financial strategies to enable key development projects and improve city operations, working with community leaders, department heads and the city's Board of Supervisors.

**Downtown Planning Manager, City of San Francisco, CA; February 2002 – June 2005**

Led neighborhood planning for the Rincon Hill, Transbay, and Mid-Market areas. Completed design and rezoning for more than 11,000 new housing units. Developed high-rise building typologies, negotiated impact fees to fund streets and parks, and drafted new urban form controls to ensure new towers would enhance the city's skyline and waterfront.

**EDUCATION AND RECOGNITION**

M.C.P., College of Environmental Design, University of California, Berkeley, May 2000

B.A. Magna Cum Laude, Middlebury College, Middlebury, Vermont, May 1997

2020 Honorary Member, American Institute of Architects (AIA), Seattle Chapter

2018 Seattle's Most Influential People, Seattle Magazine

2017 ASLA National Award for Urban Design, Waterfront Seattle

2013 ASLA National Award for Master Planning, Waterfront Seattle

2013 APA National Awards for Urban Design, Waterfront Seattle

2006 AIA SF Chapter Award for Urban Design Excellence, Rincon Hill Plan

2004 AIA California Award for Urban Design Excellence, Transbay Plan

2000 UC Berkeley CED Alumni Award for Professional Promise

Member, APA, ULI, UW Professionals Council, Lambda Alpha International Society for the Advancement of Land Economics

## Press Release

---

# Mayor Harrell to Appoint Experienced Civic Leader Marshall Foster to be Next Director of the Seattle Center

by [Jamie Housen](#) on June 22, 2023

*Following a national search informed by the Seattle Center community and staff, waterfront leader Marshall Foster will serve as the next Director, bringing deep experience in place-making and civic partnerships.*

**Seattle** – Today, Mayor Bruce Harrell announced that he has selected Marshall Foster to serve as the next permanent director of the [Seattle Center](#). Having served as the City’s long-standing Director of the City’s Office of the Waterfront and Civic Projects, Foster brings decades of experience in leading complex civic partnerships and bringing large-scale urban projects to life in Seattle.

“Seattle Center is the cultural heart of our city and the region, bringing together an incredible collection of organizations, artists, and community partners to create memorable events and experiences that deliver vitality, culture, and a sense of belonging to our city,” **said Mayor Harrell**. “As the next permanent director of the Seattle Center, Marshall Foster shares our **One Seattle** vision and values and has the hands-on leadership experience to help the Center grow into the future. Working with Marshall we will expand the Center’s role as host to communities from every walk of life, create new opportunities to support our youth and emerging artists, and continue to build strong civic partnerships so that the Center remains a welcoming, vibrant place for everyone in our city.”

Foster has been serving as the Interim Director of Seattle Center since January, overseeing operations and management of the 74-acre Seattle Center campus, including a \$58M annual budget. In the last six months, Foster has led efforts to help bring back summer programming and events on campus and has prepared the Seattle Center for its new role managing Waterfront Park. He has also worked with City leadership to advance a partnership with Seattle Public Schools to redevelop Memorial Stadium with a new multi-use sports stadium to serve students and the larger community.

Prior to this year, Foster helped create the City's [Waterfront Seattle Program](#), serving as Director of the City's Office of the Waterfront and Civic Projects (OWCP) since 2014. OWCP is now building 20 acres of new parks and public spaces to serve Seattle and the region as part of an innovative civic partnership with \$781M in funding from the City and State, Downtown property owners, and major philanthropic partners. Foster has also served as the City's Designated Representative to Sound Transit 3.

Prior to these roles, he served as the City's Planning Director where he oversaw plans for South Lake Union's expansion, along with community plans for the Rainier Valley, Capitol Hill, the University District, and Northgate.

"Seattle Center is a remarkable, one-of-a-kind place – it brings people together from across our community in ways we need now more than ever." **said Foster.** "Looking ahead, this is an important moment to re-invest in the people and organizations that make Seattle Center successful, and to chart a bold path forward that grows our mission and leverages partnerships to expand how Seattle Center serves our community."

An 8-member [search committee](#) representing a diverse range of organizations and partners at Seattle Center was formed this spring to inform the search process for the next permanent director. This process included outreach efforts to Seattle Center resident organizations, community partners, and staff to understand the values and experience they wanted to see elevated in the next director.

These engagement efforts showed that the next director would need to both steward the Center's long-standing values, mission, and commitment to equity while also building new collaborations and partnerships that can grow the Center's ability to deliver exceptional events and experiences for the community.

Foster will continue to serve as Interim Director until confirmed by the City Council.



---

#### What People Are Saying

**Andrew J. Lewis, Councilmember, District 7; Chair of Public Assets & Homelessness Committee**

“Marshall Foster is one of the most capable problem solvers in local government. There is no better candidate to navigate the Seattle Center through this exciting period of transformation with Memorial Stadium, the return of Bumbershoot, and our legacy building waterfront.”

**Robert Nellams, Retired Seattle Center Director**

“It does my heart good to know Mayor Harrell has selected someone who can take Seattle Center to a bigger and better place. Marshall has the vision, knowledge, leadership and passion to make Seattle Center the heartbeat of our city.”

**Sung Yang, Board President, Seattle Center Foundation; Principal, Pacific Public Affairs; Chair, Seattle Center Director Search Committee**

“Marshall has successfully tackled some of the largest projects in the history of our city, including the redevelopment of the Central Waterfront and Sound Transit’s West Seattle

Ballard Link Extension project. A dedicated public servant, he is excellent at managing and delivering large and complex projects and knows how to bring different constituencies together to build vibrant and exciting spaces for all to enjoy. He is the proven leader we need at this moment as we work towards the next exciting phase of development and transformation of our beloved Seattle Center.”

**Joy Shigaki, President & CEO, Friends of Waterfront Seattle**

“Marshall is a seasoned City leader who has demonstrated his deep commitment and care for Seattle and its residents. His delivery of complex civic projects including the soon to be completed Waterfront Park highlights his passion for the city which will extend to the Seattle Center. He will provide the vision, partnerships, and shared leadership for the Seattle Center alongside the talented staff, rich resident organizations, and community partners who make it a dynamic part of the city’s cultural fabric.”

**Jeffrey Herrmann, Managing Director, Seattle Rep**

“I am thrilled with Marshall’s appointment as the Director of Seattle Center. He has been a great partner to Seattle Rep and every other organization on the Seattle Center campus during his time as Interim Director and, prior to that, as Director of the Office of the Waterfront and Special Projects. The Committee was, of course, very impressed with his deep experience, his success in leading complex projects to completion, and his extensive network of local relationships. But what really came shining through was his intuitive understanding of what makes Seattle Center singular and unique in our region and his expansive, optimistic vision for its future and that of its many resident organizations. I couldn’t be more thrilled with the Mayor’s selection, and I look forward to working with him to move Seattle Center forward at such a transformative time in our city and state.”

[About Seattle Center](#)

Connect to the extraordinary at Seattle Center, an active civic, arts, and family gathering place in the core of our city and region. Seattle Center’s 74-acre campus, centered around the International Fountain, is part of the Uptown Arts & Cultural District and home to Climate Pledge Arena; more than 30 cultural, educational, sports, and entertainment organizations; and a broad range of public and community programs. In everything it does, Seattle Center’s mission is to create exceptional events, experiences, and environments which delight and inspire the human spirit to build stronger communities.

In 2023 Seattle Center is expanding its role to provide maintenance and public safety services for Seattle’s new Waterfront Park, a series of new public spaces on Seattle’s downtown waterfront between Pioneer Square and the Seattle Aquarium. Seattle Center will support managing these new waterfront public spaces in partnership with the non-profit Friends of

Waterfront Seattle, which offers the community a range of recreational and cultural programming.

Thanks to the support of Official Seattle Center Partners – Alaska Airlines, The Climate Pledge, Coors Light, Pepsi, Premera Blue Cross, Symetra, T-Mobile, and WaFd Bank – Seattle Center is the #1 arts and entertainment destination in the Pacific Northwest with 12 million annual visitors, generating \$1.864 billion in business activity and more than \$631 million in labor income annually. [www.seattlecenter.com](http://www.seattlecenter.com)

## **SECTION**

### **B**





# City of Seattle

---

## Seattle Department of Human Resources

Kimberly Loving, Director

**June 21, 2023**

TO: Pam Inch – Senior Executive Recruiter SDHR

FROM: Annie Nguyen - Seattle Department of Human Resources

SUBJECT: Background check for Marshall Lee Foster

The Seattle Department of Human Resources has received a copy of **Marshall Lee Foster's** background check provided by Global Screening Solutions. There were no findings that would impact their employment eligibility.

Cc: Personnel File

---

Seattle Department of Human Resources

Seattle Municipal Tower, 700 5<sup>th</sup> Avenue Suite 5500, PO Box 34028, Seattle, WA 98124-4028  
(206) 684-7999 • TTY: 7-1-1 Fax: (206) 684-4157 • Employment Website: [www.seattle.gov/jobs](http://www.seattle.gov/jobs)

An equal employment opportunity employer. Accommodations for people with disabilities provided upon request.





## Legislation Text

---

**File #:** CB 120644, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE authorizing Seattle Parks and Recreation to enter into an Agreed Order or Consent Decree with the Washington State Department of Ecology or U.S. Environmental Protection Agency to undertake work at the Duwamish Waterway Park site; and to seek and accept state Remedial Action Grants for cleanup work related to the site.

WHEREAS, the Duwamish Waterway Park is a City of Seattle public park; and

WHEREAS, on October 19, 2022, The City of Seattle was named a Potentially Liable Person for the release of hazardous substances to the Duwamish Waterway Park property under the Washington State Model Toxics Control Act (MTCA) chapter 70.105D RCW by the Washington State Department of Ecology (Ecology); and

WHEREAS, The City of Seattle, as a public agency, is eligible for and may apply for state grants under the authority of the MTCA, to pay for up to 50 percent of the cleanup costs for additional environmental investigations and remediation work associated with the Duwamish Waterway Park site; NOW, THEREFORE,

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

Section 1. Seattle Parks and Recreation is authorized to enter into an Agreed Order or Consent Decree with the Washington State Department of Ecology or the United States Environmental Protection Agency to undertake work at the Duwamish Waterway Park site.

Section 2. Seattle Parks and Recreation is authorized to seek and accept Remedial Action Grants from the Washington State Department of Ecology or other organizations for work related to the cleanup of the

Duwamish Waterway Park site.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

Attachments:

Attachment A - Washington State Department of Ecology Agreed Order

State of Washington  
Department of Ecology

In the Matter of Remedial Action by:  
The City of Seattle  
Agreed Order  
No. DE 21443

To: Christopher Williams  
Interim Superintendent of Parks and Recreation  
The City of Seattle  
100 Dexter Ave N  
Seattle, WA 98109

1. Introduction.....	2
2. Jurisdiction.....	2
3. Parties Bound .....	2
4. Definitions .....	2
5. Findings of Fact.....	3
6. Ecology Determinations .....	5
7. Work to be Performed .....	6
8. Terms and Conditions.....	8
8.1 Payment of Remedial Action Costs.....	8
8.2 Designated Project Coordinators.....	9
8.3 Performance .....	10
8.4 Access.....	10
8.5 Sampling, Data Submittal, and Availability.....	11
8.6 Public Participation .....	12
8.7 Access to Information .....	13
8.8 Retention of Records .....	13
8.9 Resolution of Disputes.....	14
8.10 Extension of Schedule .....	15
8.11 Amendment of Order.....	16
8.12 Endangerment .....	17
8.13 Reservation of Rights .....	18
8.14 Transfer of Interest in Property .....	18
8.15 Compliance with Applicable Laws.....	18
8.16 Indemnification .....	20
9. Satisfaction of Order .....	20
10. Enforcement.....	21

Exhibit A Location Diagram

## Exhibit B Scope of Work and Schedule of Deliverables

### 1. Introduction

The mutual objective of the State of Washington, Department of Ecology (Ecology) and the City of Seattle under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires the City of Seattle to conduct a Remedial Investigation (RI) and Feasibility Study (FS) per WAC 173-340-350 and to develop a draft Cleanup Action Plan (DCAP) per WAC 173-340-350 through 173-340-380 addressing contamination at the Site. Ecology believes the actions required by this Order are in the public interest.

### 2. Jurisdiction

This Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.050(1).

### 3. Parties Bound

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each Party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such Party to comply with this Order. The City of Seattle agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter the City of Seattle's responsibility under this Order. The City of Seattle shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

### 4. Definitions

Unless otherwise specified herein, the definitions set forth in RCW 70A.305, WAC 173-204 and WAC 173-340 shall control the meanings of the terms in this Order.

#### 4.1 Site

The Site is referred to as Duwamish Waterway Park. The Site constitutes a facility under RCW 70A.305.020(8). The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located. Based upon factors currently known to Ecology, the Site is generally located in the vicinity of 7900 10th Ave S, Seattle, Washington as shown in the Location Diagram (Exhibit A).

#### 4.2 Parties

Refers to the State of Washington, Department of Ecology and the City of Seattle.

#### 4.3 Potentially Liable Persons (PLP(s))

Refers to the City of Seattle.

#### 4.4 Agreed Order or Order

Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order.

#### 4.5 Park

The area currently operated by the City of Seattle as Duwamish Waterway Park.

#### 4.6 Park Addition

The area purchased by the City of Seattle and planned for park expansion.

### 5. Findings of Fact

Ecology makes the following findings of fact, without any express or implied admissions of such facts by the City of Seattle:

#### 5.1

Based upon factors currently known to Ecology, the Site is generally located in the vicinity of 7900 10th Ave S, Seattle, Washington as shown in the Location Diagram (Exhibit A). The Ecology Facility Site ID is 49919 and the Cleanup Site ID is 15139. The real property owned by the PLPs can be divided into two main units, based on current property use: the Park and the Park Addition.

The Park unit consists of two City of Seattle parcels, King County Tax Parcel numbers 7327901195 and 7327902355. The total area of the park is approximately 1.75 acres.

The Park Addition includes property adjacent to the Park to the southeast, King County Tax Parcel numbers 7327901215 and 3224049002. The area of the addition is approximately 1 acre. The Park Addition is currently leased to a commercial sanitation business. The City of Seattle indicates that it is planned for future expansion of the park.

#### 5.2

The City of Seattle Department of Parks and Recreation has operated a park in this location since 1975. Prior to 1975, the Park area was primarily residential with some possible agricultural use. The Park can be generally divided into three areas: the Central Meadow, the Northeast Meadow, and the Beach. In 1989, the Northeast Meadow area was added to the Park. It was previously a single-family residence. There is also a play

area with playground equipment located adjacent to the Central Meadow area in the southeast corner of the Park. Park amenities include a walking trail, playground, picnic tables, and access to the Lower Duwamish Waterway. In 2019, the City of Seattle purchased the Park property from King County.

Historically, and currently, the Park Addition has been occupied by commercial businesses. Prior to 1970, the area was primarily residential with some possible agricultural use. From 1970 to 2002, Long Painting operated a commercial painting company on the site. From 2003 to 2021, Tytanic LLC and Elm Grove LLC used the site for various commercial and industrial activities. The Park Addition was purchased by the City of Seattle in 2021 from Elm Grove LLC, with the intent of expanding the park into this area in the future. The current occupant of the property is United Site Services, Inc., a portable sanitation supply business, who uses the property for office space, equipment and vehicle storage, and some equipment maintenance. United Services has occupied the property prior to the City's ownership.

### 5.3

Ecology received reports of contamination in the Park and Park Addition in 2020 and 2021, respectively. Based on the initial reports, Ecology identified this as two separate cleanup sites, but these were later combined into one site under CSID 15139. The Park site entered the Voluntary Cleanup Program (VCP) in July 2020 under VCP Project Number NW3279. Ecology issued an opinion letter in October 2021. In September 2022, Ecology terminated the VCP project and began moving the site into the formal cleanup process. In October 2022, Ecology completed a Site Hazard Assessment (SHA) for the Park and Park Addition combined. The site was assigned an overall rank of 2 in the SHA.

### 5.4

Shallow soil samples were collected from the Park in 2014, 2019, and 2020. The results of the sampling indicated areas of elevated soil concentrations of arsenic, lead, and cPAHs.

Leidos, on behalf of Ecology, sampled the area in the northeast portion of the Park along the bank of the Lower Duwamish Waterway in 2021. Soil samples from this area were analyzed for PCBs, metals, petroleum, cPAHs, semivolatile organic compounds, and total organic carbon. Chemicals that exceeded various screening levels for protection of sediments and human health included arsenic, copper, lead, selenium, zinc, and cPAHs.

The City of Seattle sampled the Beach area of the Park in October 2021. cPAHs, bis (2-ethylhexyl) phthalate, hexachlorobenzene, arsenic, copper, and lead were present in these samples above the applicable screening levels.

Groundwater sampling has not been included in any of the Site investigations to date.

Under an independent remedial action, the City excavated and removed contaminated soil from the Site beginning in October 2020 in conjunction with Park upgrades. Upgrades included installation of additional picnic tables and benches including the hard surfaces below them, installation of a playground, importing clean fill to prepare lawn areas in the Central and Northeast Meadow areas for seeding grass, installation of new water service and irrigation lines, and installation of a stormwater drainpipe and infiltration trench. The excavation area was mostly in the Northwest Meadow area of the Park. Confirmation samples were collected from all areas where excavation had occurred prior to filling the excavation areas with clean imported fill soil. Soil samples were also collected from within the utility trench and water line excavation areas that were part of the Park upgrades. Arsenic and lead were each present above screening levels in confirmation samples collected.

## 5.5

Eco Compliance Corporation completed a Phase II Environmental Site Assessment in 2021 for the Park Addition. This report included limited sampling, focused on soil characterization in areas where dredged material from the Lower Duwamish Waterway may have been placed. Samples were analyzed for a variety of contaminants, including metals, carcinogenic PAHs (cPAHs), polychlorinated biphenyls (PCBs), and petroleum. Arsenic and cPAHs were present above the screening levels.

## 6. Ecology Determinations

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by the City of Seattle.

### 6.1

The City of Seattle is an “owner or operator” as defined in RCW 70A.305.020(22) of a “facility” as defined in RCW 70A.305.020(8).

### 6.2

Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70A.305.020(32), (13), respectively, has occurred at the Site.

### 6.3

Based upon credible evidence, Ecology issued a PLP status letter to the City of Seattle dated September 1, 2022, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that the City of Seattle is a PLP under RCW



70A.305.040 and notified the City of Seattle of this determination by letter dated October 19, 2022.

#### 6.4

Pursuant to RCW 70A.305.030(1), .050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

### 7. Work to be Performed

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the City of Seattle take the following remedial actions at the Site. These remedial actions must be conducted in accordance with WAC 173-340 and 173-204:

#### 7.1

The City of Seattle shall prepare and implement a Work Plan to conduct a Remedial Investigation (RI) and Feasibility Study (FS), and then prepare a preliminary draft Cleanup Action Plan (DCAP) for the Site in accordance with the Scope of Work and Schedule of Deliverables (Exhibit B), and all other requirements of this Order. The following naming conventions shall be used for applicable documents: Agency Review Draft (designation for the first time Ecology receives a document); Public Review Draft (designates a document ready for public comment); Final (designation for a document after public comment and/or after Ecology approval); and the preliminary Draft Cleanup Action Plan (designation for the PLPs' version of the DCAP).

#### 7.2

If the City of Seattle learns of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations in any media, the City of Seattle, within seven (7) days of learning of the change in condition, shall notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions.

#### 7.3

The City of Seattle shall submit to Ecology written monthly Progress Reports that describe the actions taken during the previous month to implement the requirements of this Order. All Progress Reports shall be submitted by the tenth (10th) day of the month in which they are due after the effective date of this Order. Unless otherwise specified by

Ecology, Progress Reports and any other documents submitted pursuant to this Order shall be sent electronically, by email, to Ecology's project coordinator. The Progress Reports shall include the following:

**7.3.1**

A list of on-site activities that have taken place during the previous month.

**7.3.2**

Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests.

**7.3.3**

Description of all deviations from the Scope of Work and Schedule (Exhibit B) during the current month and any planned deviations in the upcoming month.

**7.3.4**

For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.

**7.3.5**

All raw data (including laboratory analyses) received during the previous quarter (if not previously submitted to Ecology), together with a detailed description of the underlying samples collected.

**7.3.6**

A list of deliverables for the upcoming month.

**7.4**

All plans or other deliverables submitted by the City of Seattle for Ecology's review and approval under the Scope of Work and Schedule (Exhibit B) shall, upon Ecology's approval, become integral and enforceable parts of this Order. The City of Seattle shall take any action required by such deliverable.

**7.5**

Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, remedial investigation/feasibility study, or design of a cleanup action plan. Any Party may propose an interim action under this Order. If the

Parties are in agreement concerning the interim action, the City of Seattle shall prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). The City of Seattle shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and the City of Seattle is required to conduct the interim action in accordance with the approved Interim Action Work Plan. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70A.305, or to undertake the interim action itself.

## 7.6

If Ecology determines that the City of Seattle has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to the City of Seattle, perform any or all portions of the remedial action or at Ecology's discretion allow the City of Seattle opportunity to correct. In an emergency, Ecology is not required to provide notice to the City of Seattle, or an opportunity for dispute resolution. The City of Seattle shall reimburse Ecology for the costs of doing such work in accordance with Section 8.1 (Payment of Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section 10 (Enforcement).

## 7.7

Except where necessary to abate an emergency situation or where required by law, the City of Seattle shall not perform any remedial actions at the Site outside those remedial actions required by this Order to address the contamination that is the subject of this Order, unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section 8.11 (Amendment of Order). In the event of an emergency, or where actions are taken as required by law, the City of Seattle must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

# 8. Terms and Conditions

## 8.1 Payment of Remedial Action Costs

The City of Seattle shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order.

Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173 340 550(2). Ecology has accumulated \$57,732.42 in remedial action costs related to this Site as of 12/31/2022. For all Ecology costs incurred, the City of Seattle shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

## 8.2 Designated Project Coordinators

The project coordinator for Ecology is:

David Butler  
PO Box 330316  
Shoreline, WA 98133-9716  
206-518-3513  
david.butler@ecy.wa.gov

The project coordinator for the City of Seattle is:

Scott Stevens  
300 Elliott Avenue West, Suite 100  
Seattle, WA 98119  
206-615-0865  
scott.stevens@seattle.gov

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and the City of Seattle, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any Party may change its respective project coordinator. Written notification shall be given to the other Party at least ten (10) calendar days prior to the change.

### 8.3 Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

The City of Seattle shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s), subcontractor(s), and other key personnel to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

### 8.4 Access

Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that the City of Seattle either owns, controls, or has access rights to at all reasonable times for the purposes of, inter alia: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the City of Seattle's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by the City of Seattle. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by the City of Seattle unless an emergency prevents such notice. All persons who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

The City of Seattle shall make best efforts to secure access rights for those properties within the Site not owned or controlled by the City of Seattle where remedial activities or investigations will be performed pursuant to this Order. As used in this Section, “best efforts” means the efforts that a reasonable person in the position of the City of Seattle would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If, within 60 days after the effective date of this Order, the City of Seattle is unable to accomplish what is required through “best efforts,” they shall notify Ecology, and include a description of the steps taken to comply with the requirements. If Ecology deems it appropriate, it may assist the City of Seattle, or take independent action, in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from the City of Seattle for all costs, including cost of attorneys’ time, incurred by Ecology in obtaining such access or agreements to restrict land, water, or other resource use.

#### 8.5 Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, the City of Seattle shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section 7 (Work to be Performed), Ecology’s Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, the City of Seattle shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by the City of Seattle pursuant to implementation of this Order. The City of Seattle shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow the City of Seattle and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology’s sampling. Without limitation on Ecology’s rights under Section 8.4 (Access), Ecology shall notify the City of Seattle prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

## 8.6 Public Participation

Ecology shall maintain the responsibility for public participation at the Site. However, the City of Seattle shall cooperate with Ecology, and shall:

### 8.6.1

If agreed to by Ecology, develop appropriate mailing lists and prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

### 8.6.2

Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify the City of Seattle prior to the issuance of all press releases and fact sheets related to the Site, and before meetings related to the Site with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by the City of Seattle that do not receive prior Ecology approval, the City of Seattle shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

### 8.6.3

When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

### 8.6.4

When requested by Ecology, arrange and maintain a repository to be located at:

- Online: <https://apps.ecology.wa.gov/cleanupsearch/site/15139>
- South Park Library  
8604 8th Avenue S, Seattle, WA 98108
- Ecology's Northwest Regional Office  
15700 Dayton Ave N, Shoreline, WA 98133

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of

all documents related to this Site shall be maintained in the repository at Ecology's Northwest Regional Office in Shoreline, Washington.

## 8.7 Access to Information

The City of Seattle shall provide to Ecology, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within the City of Seattle's possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the work. The City of Seattle shall also make available to Ecology, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the work.

Nothing in this Order is intended to waive any right the City of Seattle may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If the City of Seattle withholds any requested Records based on an assertion of privilege, the City of Seattle shall provide Ecology with a privilege log specifying the Records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged, including: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, biological, or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Order.

Notwithstanding any provision of this Order, Ecology retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under any other applicable statutes or regulations.

## 8.8 Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of the work performed pursuant to this Order, the City of Seattle shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors.



## 8.9 Resolution of Disputes

### 8.9.1

In the event that the City of Seattle elects to invoke dispute resolution the City of Seattle must utilize the procedure set forth below.

- 8.9.1.1 Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), the City of Seattle has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).
- 8.9.1.2 The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The Parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those fourteen (14) calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; the [Subject PLP(s)'s] position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.
- 8.9.1.3 The City of Seattle may then request regional management review of the dispute. The City of Seattle must submit this request (Formal Dispute Notice) in writing to the Northwest Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; the City of Seattle's position with respect to the dispute; and the information relied upon to support its position.
- 8.9.1.4 The Section Manager shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice. The Decision on Dispute shall be Ecology's final decision on the disputed matter.
- 8.9.1.5 The timelines in this section may be extended by agreement of the Parties.

### **8.9.2**

The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

### **8.9.3**

Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

### **8.9.4**

In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section 7 (Work to be Performed) or initiating enforcement under Section 10 (Enforcement).

## **8.10 Extension of Schedule**

### **8.10.1**

The City of Seattle's request for an extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

8.10.1.1 The deadline that is sought to be extended.

8.10.1.2 The length of the extension sought.

8.10.1.3 The reason(s) for the extension.

8.10.1.4 Any related deadline or schedule that would be affected if the extension were granted.

### **8.10.2**

The burden shall be on the City of Seattle to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

8.10.2.1 Circumstances beyond the reasonable control and despite the due diligence of the City of Seattle including delays caused by unrelated

third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by the City of Seattle.

8.10.2.2 A shelter in place or work stoppage mandated by state or local government order due to public health and safety emergencies.

8.10.2.3 Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.

8.10.2.4 Endangerment as described in Section 8.12 (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of the City of Seattle.

### **8.10.3**

Ecology shall act upon the City of Seattle's written request for extension in a timely fashion. Ecology shall give the City of Seattle written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section 8.11 (Amendment of Order) when a schedule extension is granted.

### **8.10.4**

At the City of Seattle's request, an extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of one of the following:

8.10.4.1 Delays in the issuance of a necessary permit which was applied for in a timely manner.

8.10.4.2 Other circumstances deemed exceptional or extraordinary by Ecology.

8.10.4.3 Endangerment as described in Section 8.12 (Endangerment).

## **8.11 Amendment of Order**

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section 8.13 (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and the City of Seattle. Ecology will provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment.

When requesting a change to the Order, the City of Seattle shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Order must be formally amended. Reasons for the disapproval of a proposed change to this Order shall be stated in writing. If Ecology does not agree to a proposed change, the disagreement may be addressed through the dispute resolution procedures described in Section 8.9 (Resolution of Disputes).

## 8.12 Endangerment

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct the City of Seattle to cease such activities for such period of time as it deems necessary to abate the danger. The City of Seattle shall immediately comply with such direction.

In the event the City of Seattle determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, the City of Seattle may cease such activities. The City of Seattle shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, the City of Seattle shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with the City of Seattle's cessation of activities, it may direct the City of Seattle to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, the City of Seattle's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section 8.10 (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

### 8.13 Reservation of Rights

This Order is not a settlement under RCW 70A.305. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against the City of Seattle to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against the City of Seattle regarding remedial actions required by this Order, provided the City of Seattle complies with this Order.

Ecology nevertheless reserves its rights under RCW 70A.305, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health or the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, the City of Seattle does not admit to any liability for the Site. Although the City of Seattle is committing to conducting the work required by this Order under the terms of this Order, the City of Seattle expressly reserves all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

### 8.14 Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by the City of Seattle without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to the City of Seattle's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, the City of Seattle shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, the City of Seattle shall notify Ecology of said transfer. Upon transfer of any interest, the City of Seattle shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

### 8.15 Compliance with Applicable Laws

#### **8.15.1 Applicable Laws**

All actions carried out by the City of Seattle pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits or approvals, except as provided in RCW 70A.305.090. At this time, no federal, state, or local requirements have been identified as being applicable to the actions required by this Order. The City of Seattle has a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Order, and to comply with those requirements. As additional federal, state, and local requirements are identified by Ecology or the City of Seattle, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and the City of Seattle must implement those requirements.

#### **8.15.2 Relevant and Appropriate Requirements.**

All actions carried out by the City of Seattle pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions required by this Order. If additional relevant and appropriate requirements are identified by Ecology or the City of Seattle, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and the City of Seattle must implement those requirements.

#### **8.15.3**

Pursuant to RCW 70A.305.090(1), the City of Seattle may be exempt from the procedural requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, the City of Seattle shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70A.305.090(1) that have been issued by local government, the Parties agree that Ecology has the non-exclusive ability under this Order to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

#### **8.15.4**

The City of Seattle has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or the City of Seattle determines that additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under

this Order, it shall promptly notify the other Party of its determination. Ecology shall determine whether Ecology or the City of Seattle shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, the City of Seattle shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by the City of Seattle and on how the City of Seattle must meet those requirements. Ecology shall inform the City of Seattle in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The City of Seattle shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

Pursuant to RCW 70A.305.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and the City of Seattle shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits or approvals.

#### 8.16 Indemnification

The City of Seattle agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of the City of Seattle, its officers, employees, agents, or contractors in entering into and implementing this Order. However, the City of Seattle shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

### 9. Satisfaction of Order

The provisions of this Order shall be deemed satisfied upon the City of Seattle's receipt of written notification from Ecology that the City of Seattle has completed the remedial activity required by this Order, as amended by any modifications, and that the City of Seattle has complied with all other provisions of this Agreed Order.

## 10. Enforcement

Pursuant to RCW 70A.305.050, this Order may be enforced as follows:

### 10.1

The Attorney General may bring an action to enforce this Order in a state or federal court.

### 10.2

The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

### 10.3

A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

#### 10.3.1

Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.

#### 10.3.2

Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

### 10.4

This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70A.305.070.



Effective date of this Order: \_\_\_\_\_

The City of Seattle

State of Washington  
Department of Ecology

---

Christopher Williams  
Interim Superintendent of Parks and  
Recreation  
The City of Seattle  
100 Dexter Ave N  
Seattle, WA 98109  
206-684-4075

---

Robert Warren  
Section Manager  
Toxics Cleanup Program  
Northwest Region Office  
206-594-0093

# Exhibit A



## Exhibit A

### Notes:

1. Tax parcels shown on the map are the preliminary tax parcels expected to be included as part of the Agreed Order. Per WAC 173-340-200, the Facility is defined as where a hazardous substance has been desposited, stored, disposed of, or placed, or otherwise come to be located. This may include areas outside of the parcel boundaries shown on this map.
2. SDOT = City of Seattle Department of Transportation

### Legend

- Upland Parcel Boundaries
- Water Parcel

0 70 140 Feet



# Exhibit B

## Exhibit B — Scope of Work and Schedule of Deliverables

### Scope of work

#### Purpose

The work under this Agreed Order (AO) involves conducting a Remedial Investigation (RI) and Feasibility Study (FS), conducting interim actions if required or agreed to by Ecology, and preparing a preliminary Draft Cleanup Action Plan (DCAP) to select a cleanup alternative. The purpose of the RI, FS, and preliminary DCAP for the Site is to provide sufficient data, analysis, and evaluations to enable Ecology to select a cleanup alternative for the Site.

The City of Seattle shall coordinate with Ecology throughout the development of the Interim Action (if required), RI/FS and preliminary DCAP and shall keep Ecology informed of changes to any Work Plan or other project plans, and of any issues or problems as they develop.

The Scope of Work (SOW) is divided into seven major tasks as follows:

- Task 1. RI Work Plan
- Task 2. Remedial Investigation
- Task 3. Interim Action(s) (if required)
- Task 4. Feasibility Study
- Task 5. SEPA Compliance
- Task 6. Public Participation
- Task 7. DCAP

#### Task 1. RI work plan

The City of Seattle shall prepare a Remedial Investigation Work Plan (Work Plan). The Work Plan shall include an overall description and schedule of all RI activities. The Work Plan shall clearly describe the project management strategy for implementing and reporting on RI activities. The responsibility and authority of all organizations and key personnel involved in conducting the RI will be outlined.

A Key Project Meeting will be held prior to submittal of the RI Work Plan. The purpose of the Remedial Investigation Planning Meeting is to review requirements for the Work Plan and plan Remedial Investigation field work, discuss the preliminary Conceptual Site Model, and identify project data needs and possible interim actions.

The Work Plan shall describe general facility information; site history and conditions; including previous operations; past field investigations, including any data collection and analysis of soils, air, groundwater, surface water, and sediments; a conceptual site model showing contaminants, migration pathways in all environmental media, and potential receptors; geology and groundwater system characteristics; past, current, and future land use; identification of

natural resources and ecological receptors; hazardous substances and their sources, etc., in compliance with WAC 173-340-350 and WAC 173-204-550.

As part of the project background, existing environmental data on site soil, groundwater, surface water, and sediments will be compiled and evaluated for data gaps. The data gaps will be used as the basis for conducting additional site investigations, as necessary. The Work Plan will also identify specific data collection procedures in a Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) as part of the Work Plan in compliance with WAC 173-340-820 and WAC 173-204-600 for defining the nature and extent of contamination. The City of Seattle will also submit a copy of the Health and Safety Plan (HASP) for the project.

The SAP identifies the proposed number and location of all environmental samples and methods, including soil borings, groundwater monitoring wells, soil, groundwater, stormwater, seep, catch basin and sediment samples, approximate depths, and includes a quality assurance project plan. The SAP will describe the sampling objectives, the rationale for the sampling approach (based upon the identified data gaps), and plans for data use, and shall provide a detailed description of sampling tasks. The SAP shall describe specifications for sample identifiers; sampling equipment; the type, number, and location of samples to be collected; the analyses to be performed; descriptions of sampling equipment and methods to be used; sample documentation; sample containers, collection and handling; data and records management; and schedule.

The Quality Assurance Project Plan (QAPP) will be prepared in accordance with the Guidance for Preparation of Quality Assurance Project Plans, EPA Region 10, Quality Data Management Program, QA/R-5 and requirements of the EPA Contract Laboratory Program. The QAPP will also follow Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (July 2004) and Sediment Sampling and Analysis Plan Appendix (February 2008). Laboratories must meet the accreditation standards established in WAC 173-50. Data quality objectives will reflect the criteria or threshold values used for the source control evaluation.

The SAP, including the QAPP, will be submitted to Ecology for review and approval. As with all environmental work at the site, work may not begin without written approval from Ecology. The plan shall provide seven (7) days notice to Ecology prior to beginning sampling. Ecology may obtain split samples.

The City of Seattle or their contractors shall submit all new sampling data generated under this SAP and any other recently collected data to Ecology for entry into the Environmental Information Management System (EIM) in accordance with WAC 173-340-840(5) and Ecology's Toxics Cleanup Program Policy 840: Data Submittal Requirements. EIM data submittal will occur 30 days after data is validated.

RI Work Plan tasks and subtasks will include the following:

- Sampling and analysis of soil, groundwater, and seeps;
- Sampling and analysis of surface and subsurface sediments;
- Sampling and analysis of stormwater and catch basin solids to determine whether the stormwater system is a source of contamination to sediments;
- Evaluate the potential to contaminate or recontaminate sediments, including analysis of the following pathways:
  - Direct discharges
  - Stormwater discharges
  - Overland flow
  - Groundwater discharges and seeps
  - Soil erosion
  - Site operations
  - Spills, dumping, leaks, housekeeping, and management practices;

The City of Seattle will provide Ecology with an Agency Review Draft Work Plan. Once Ecology reviews and approves the Work Plan, it will be considered the Final Work Plan. The Work Plan shall not be implemented until approved by Ecology. Once approved by Ecology, the City of Seattle will implement the Final Work Plan according to the schedule contained in this Exhibit.

The City of Seattle shall prepare two (2) copies of the Agency Review Draft RI Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and comment. After incorporating Ecology's comments on the Agency Review Draft Work Plan and after Ecology approval, the City of Seattle shall prepare three (3) copies of the Final Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology.

## Task 2. Remedial Investigation

The City of Seattle shall conduct an RI that meets the requirements of WAC 173-340-350(7) and WAC 173-204-550 according to the Work Plan as approved by Ecology. The RI will determine the nature and extent of contamination exceeding preliminary Model Toxics Control Act (MTCA) cleanup levels, preliminary Sediment Management Standards (SMS) cleanup standards, and other regulatory requirements. The RI must provide sufficient data and information to define the nature and extent of contamination.

Field sampling and analysis will be completed in general accordance with the SAP and QAPP. Deviation(s) from the approved SAP and QAPP must be communicated to Ecology immediately and documented as required by Ecology.

The City of Seattle shall provide interim data reports and updates to Ecology as new site data and information become available. Laboratory analysis data shall also be provided in electronic format when it has been validated. Raw laboratory data will be provided to Ecology upon request.

Prior to submittal of the Agency Review Draft RI Report, a Key Project Meeting will be held. During the Remedial Investigation Pre-Report Check-In, Ecology and the City of Seattle will review available data and an updated conceptual site model and discuss the content and organization of the Draft RI Report.

The City of Seattle shall compile the results of the Site investigation into an Agency Review Draft RI Report. The City of Seattle shall prepare two (2) copies of the Agency Review Draft RI Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and comment.

After incorporating Ecology's comments on the Agency Review Draft RI Report, the City of Seattle shall prepare three (3) copies of a Public Review Draft RI Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment. Electronic survey data for monitoring locations, electronic lab data, and GIS maps of contaminant distribution shall also be provided for both the Agency Review Draft RI Report and Public Review Draft RI Reports either in the report or as attachments. The RI Report will not be considered Final until after a public review and comment period.

If the data collected during this investigation is insufficient to define the nature and extent of contamination, and/or to select a cleanup action plan an additional phase of investigation shall be conducted to define the extent of contamination.

### Task 3. Interim Actions (if required)

Remedial actions implemented prior to completion of the RI/FS, including those that:

- are technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance;
- correct a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed; or
- are needed to provide for completion of the remedial investigation/feasibility study or design of the cleanup action.



The above will be considered interim actions, will be implemented in accordance with WAC 173-340-430 and the AO, and will be designed in a manner that will not foreclose reasonable alternatives for any final cleanup action that may be required.

As detailed in the AO, if required by Ecology, or if proposed by the City of Seattle and approved by Ecology, the City of Seattle will implement an interim action. Based upon information in the Agency Review Draft RI Report, interim action(s) may be needed to expedite control of releases to sediments or other environmental media pursuant to WAC 173-340-430.

The scope of the interim actions may include, but not be limited to, typical source control or containment elements such as:

- Soil or sediment removal
- Groundwater remediation
- Repair, slip lining, replacement, or closure of stormwater conveyances or other structures such as conduit, vaults, catch basins, etc.
- Removal of underground storage tanks and pipes
- Removal of old drain fields or former surface impoundments
- Proper abandonment of old wells
- Removal of contaminated building or other structural material
- Construction of a treatment facility
- Shoreline stabilization such as bulkhead repair, erosion or seepage control, and grading or clearing.

If an interim action is to be performed, the City of Seattle will prepare and submit for Ecology approval an Agency Review Draft Interim Action Work Plan (IAWP) with detail commensurate with the work to be performed. The Agency Review Draft IAWP shall include, as appropriate:

- Description of the interim action including its purpose, general requirements, and relationship to the (final) cleanup action (to the extent known);
- Summary of relevant RI/FS information, including at a minimum existing site conditions and alternative interim actions considered;
- Information regarding design and construction requirements, including a proposed schedule and personnel roles and responsibilities;
- Compliance Monitoring Plan;
- SAP/QAPP
- Permits required.

The City of Seattle will also submit a copy of the Health and Safety Plan for the project. The City of Seattle will be responsible for complying with the State Environmental Policy Act (SEPA) Rules including preparing and submitting an environmental checklist for the interim action, and will assist Ecology with presentations at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan.

The City of Seattle shall prepare two (2) copies of the Agency Review Draft Interim Action Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review. The City of Seattle shall incorporate Ecology's comments and then prepare two (2) copies of the Public Review Draft Interim Action Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology. After a public notice and comment period for the Public Review Draft IAWP (and SEPA determination), Ecology will approve the IAWP (if appropriate) and the document will be considered Final. The City of Seattle shall prepare three (3) copies of the Final Interim Action Work Plan submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats. Once approved by Ecology, the City of Seattle will implement the interim action according with the approved schedule.

Upon successful completion of the work, an Agency Review Draft Interim Action Report will be prepared as a separate deliverable. The City of Seattle shall prepare two (2) copies of the Agency Review Draft Interim Action Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and approval. After incorporating Ecology's comments on the Agency Review Draft Interim Action Report and after Ecology approval, the City of Seattle shall prepare three (3) copies of the Final Interim Action Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology.

#### Task 4. Feasibility study

The City of Seattle shall use the information obtained in the RI to prepare an Agency Review Draft Feasibility Study (FS) that meets the applicable requirements of WAC 173-340-350(8) according to the Schedule in this exhibit. The Agency Review Draft FS will evaluate remedial alternatives for site cleanup, consistent with MTCA and SMS requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

Prior to beginning the FS, a Key Project Meeting will be held to review ARARs, potential remedial alternatives and establish points of compliance.

The Agency Review Draft FS must include a detailed analysis of each remedial alternative according to the applicable requirements of WAC 173-340-350 and 173-204-550. The remedial

alternatives will be evaluated for compliance with the applicable requirements of WAC 173-340-360 and 173-204-570.

The remedial alternative that is judged to best satisfy the evaluation criteria will be identified. Justification for the selection will be provided, and the recommended remedial alternative further developed, in the FS Report.

The City of Seattle shall prepare two (2) copies of the Agency Review Draft FS and submit them, including one electronic copy in Word (.doc) and Adobe (.pdf) formats, to Ecology for review. After addressing Ecology's comments on the Agency Review Draft FS, the City of Seattle shall prepare three (3) copies of the Public Review Draft FS and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment. The FS will not be considered Final until after a public review and comment period.

#### Task 5. SEPA compliance

The City of Seattle shall be responsible for complying with the State Environmental Policy Act (SEPA) Rules including preparing and submitting an environmental checklist. If the result of the threshold determination is a determination of significance (DS), the City of Seattle shall be responsible for the preparation of Draft and Final environmental impact statements. The City of Seattle shall assist Ecology with coordinating SEPA public involvement requirements with MTCA public involvement requirements whenever possible, such that public comment periods and meetings or hearings can be held concurrently.

#### Task 6. Public participation

The City of Seattle shall support Ecology in presenting the Public Review Draft RI Report and the Public Review Draft FS Reports and SEPA evaluations at public meetings or hearing. The City of Seattle will assist Ecology with presentations at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan.

After the public comment periods are completed, the City of Seattle shall work with Ecology to respond to public comments. At Ecology's direction, the City will prepare an Agency Review Draft Responsiveness Summary that addresses public comments. The City of Seattle shall prepare two (2) copies of the Agency Review Draft Responsiveness Summary and submit them to Ecology for review and approval, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment.

After addressing Ecology's comments and after Ecology approval, the City of Seattle shall prepare three (3) copies of the Final Responsiveness Summary and submit them to Ecology for distribution, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

## Task 7. Preliminary Draft Cleanup Action Plan

Upon Ecology approval of the Public Review Draft Remedial Investigation Report and Public Review Draft Feasibility Study, a Key Project Meeting will be held regarding the Cleanup Action Plan. The Cleanup Action Plan Meeting will be used to review plans for developing the Agency Review preliminary Draft Cleanup Action Plan (DCAP).

The City of Seattle shall prepare an Agency Review preliminary DCAP in accordance with WAC 173-340-380 that provides a proposed remedial action to address the contamination present on the Site. The preliminary DCAP shall include a general description of the proposed remedial actions, cleanup standards developed from the RI/FS and rationale regarding their selection, a schedule for implementation, description of any institutional controls proposed, and a summary of applicable local, state, and federal laws pertinent to the proposed cleanup actions.

The City of Seattle will submit an Agency Review preliminary DCAP for Ecology's review and approval. The Agency Review preliminary DCAP will include, but not be limited to, the information listed under WAC 173-340-380. The City of Seattle shall prepare two (2) copies of the Agency Review preliminary DCAP and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, along with all supporting electronic files, to Ecology for review and approval.

After receiving Ecology's comments on the Agency Review preliminary DCAP, if any, the City of Seattle shall revise the preliminary DCAP to address Ecology's comments and submit three (3) copies of the Public Review DCAP including one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

## **Schedule of deliverables**

The schedule for deliverables described in the Agreed Order and the Scope of Work is presented below. If the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date the City of Seattle received such notification, comments or approval by certified mail, return receipt requested, unless otherwise noted below. Where triggered by Ecology receipt of a deliverable, the starting date for the period shown is the date Ecology receives the deliverable by certified mail, return receipt requested, or the date of Ecology signature on a hand-delivery form.

RI/FS Deliverables	Completion Times
Monthly Progress Reports	Due the 10th of every month, beginning after the first full month following the effective date of the Agreed Order
Agency Review Draft RI Work Plan	60 calendar days following effective date of the Agreed Order
Final RI Work Plan	45 calendar days following receipt of Ecology comments on the Agency Review Draft RI Work Plan
Completion of RI Field Work	12 months following completion of the Final RI Work Plan
Agency Review Draft RI Report	90 calendar days following receipt of laboratory data
Public Review Draft RI Report	45 calendar days following receipt of Ecology comments on Agency Review Draft RI Report
Agency Review Draft Responsiveness Summary (RI Report)	30 calendar days following close of public comment period
Final RI Report and Final Responsiveness Summary (RI Report)	30 calendar days following receipt of Ecology's comments on the Agency Review Draft Responsiveness Summary (RI Report)
Agency Review Draft FS	90 days following completion of Final RI Report
Public Review Draft FS	45 calendar days following receipt of Ecology's comments on the Agency Review draft FS
Agency Review Draft Responsiveness Summary (FS Report)	30 calendar days following close of public comment period
Final FS Report and Final Responsiveness Summary (FS Report)	30 calendar days following receipt of Ecology's comments on the Agency Review Draft Responsiveness Summary (FS Report)
Agency Review preliminary DCAP	90 calendar days following completion of the Final FS.

Public Review Draft DCAP	45 calendar days following receipt of Ecology's comments on the Agency Review Revised Preliminary DCAP
Final DCAP and Responsiveness Summary	45 calendar days following receipt of Ecology's comments on the Agency Review Draft Responsiveness Summary

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Parks and Recreation	Scott Stevens	Justin Hellier

*\* 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 authorizing Seattle Parks and Recreation to enter into an Agreed Order or Consent Decree with the Washington State Department of Ecology or U.S. Environmental Protection Agency to undertake work at the Duwamish Waterway Park site; and to seek and accept state Remedial Action Grant(s) for cleanup work related to the site.

#### **Summary and Background of the Legislation:**

This legislation relates to the City of Seattle's continued participation in cleanup actions at the Duwamish Waterway Park, Seattle Department of Transportation Right-of-Way, Port of Seattle riverbank, and the planned Park Addition, which comprise the Cleanup Site (Site).

Seattle Parks and Recreation has agreed to enter into an Agreed Order with the Washington State Department of Ecology to undertake additional environmental investigations and cleanup work at the Duwamish Waterway Park Site.

Seattle Parks and Recreation has operated a park in the location since 1975. Prior to 1975, the Park was primarily residential with some agricultural uses. In 2019, the City of Seattle purchased the property from King County. The Park Addition property was purchased by the City of Seattle in 2021 and is currently leased to United Services who was operating at the property prior to acquisition by the City of Seattle. Historically, the Park Addition was occupied by commercial businesses with various industrial activities.

Seattle Parks and Recreation conducted soil sampling in the Park in 2014, 2019, and 2020. The sampling indicated that areas of the Park had elevated soil concentrations of arsenic, lead, and carcinogenic polycyclic aromatic hydrocarbons (cPAHs). Seattle Parks and Recreation submitted the results to the Department of Ecology and entered into the Voluntary Cleanup Program (VCP) in July 2020. As part of the Park redevelopment project in October 2020, shallow contaminated soil was removed from the Park and replaced with clean fill, grass, play areas, and hard surfaces. Based upon the findings of the draft Remedial Investigation/Feasibility workplan and the growing complexity of the Site cleanup, Ecology decided to terminate the VCP project and move the Site into a formal process under an Agreed Order. Under the formal process, Ecology will have more oversight over the cleanup than the independent VCP cleanup process, including consistent and proactive community involvement and outreach.

## 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 2023-2024 CIP includes funding to support the initial remediation costs at the Site (~\$500,000). However, at this point, cost estimates are preliminary and will likely exceed the current appropriation. As scopes of work and cost estimates are further refined, SPR will allocate additional funds to meet the requirements of the cleanup work either through a future budget process or through a quarterly supplemental process. The department will endeavor to prioritize existing funding to accomplish the work depending on the funding levels required. SPR will make efforts to apply for grants to help cover up to 50% of the costs incurred as part of the Agreed Order at Duwamish Waterway Park.

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

- The City would be unable to enter into the negotiated Agreed Order with the Department of Ecology to initiate investigation of the Site.
- If the City did not willingly sign the agreed order, the Department of Ecology could order the City to participate in the cleanup and the City could incur penalties and be assessed additional costs.
- If Ecology performs the cleanup itself or takes any remedial action due to the City's noncompliance with an enforcement order, the City could potentially be liable for three times the amount of any costs incurred by the State and additional civil penalties of up to \$25,000 for each day the City fails to comply.
- The City would not be eligible for state grants to cover up to 50% of the cleanup costs, since receiving an oversight remedial action grant is contingent upon having entered into an order or decree with Ecology.

## 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, property map is attached as Summary Attachment A.

**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?**

Yes, Duwamish Waterway Park provides valuable waterfront greenspace in a currently and historically underserved community. The environmental remediation will make it a healthier space for people to enjoy.

**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.**

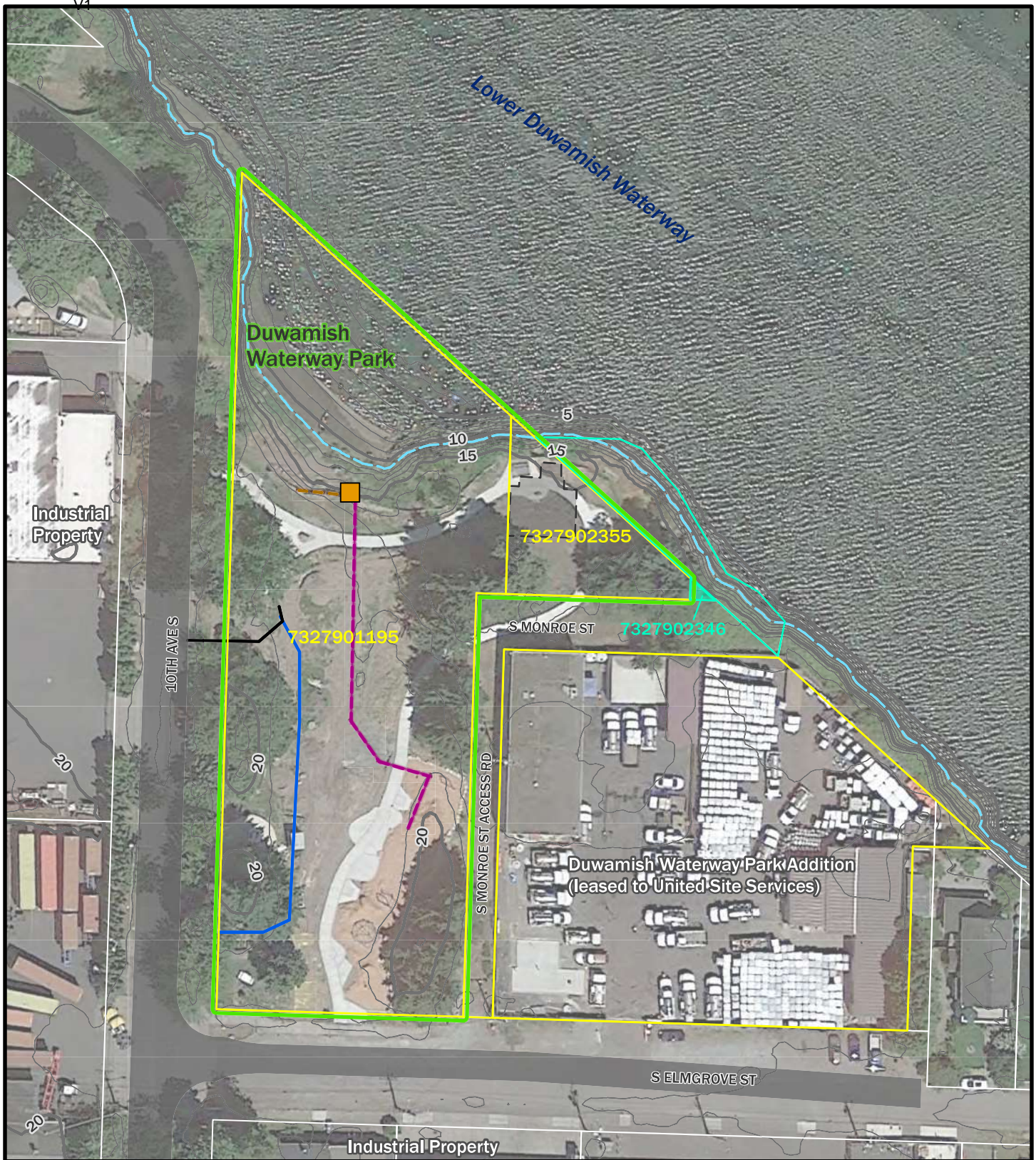
This proposed legislation should increase Seattle's resiliency to climate change. The Agreed Order includes cleaning up and removing contaminated material from a City of Seattle property along the waterfront. The Park includes green space and tree canopy.

**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)?**

NA

**Summary Attachments:**

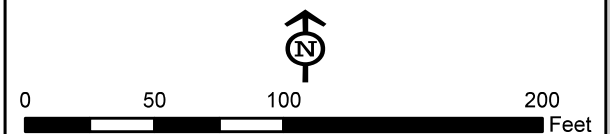
Summary Attachment A – Site Map



#### Legend

- |  |                                       |
|--|---------------------------------------|
| Remedial Investigation Site Boundary                         | Catch Basin                           |
| Seattle Parks Parcels  | Dispersion Trench                     |
| Port of Seattle Parcel                                       | Stormwater Drainpipe                  |
| Department of Natural Resources (Managed by Port of Seattle) | Sanitary Side Sewer                   |
| King County Tax Parcel Boundaries                            | Water Service Line                    |
| Footprint of Former House                                    | Elevation Contours (DNR 2016)         |
|  | 5 FT Contour                          |
|  | 1 FT Contour                          |
|  | Mean Higher High Water (11.1 FT MLLW) |

Figure 2. Site Map of Duwamish Waterway Park, Seattle, Washington.



Aerial: EagleView Technologies, 2019

K:\Projects\Y2021\21-07735-000\Project\GISWorking\DuwamishWaterwayPark\DuwamishWaterwayPark.aprx



## Legislation Text

---

**File #:** CB 120648, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the acquisition of real property commonly known as 9200 18<sup>th</sup> Ave SW; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; amending Ordinance 126725, which adopted the 2023 Budget, including the 2023-2028 Capital Improvement Program; changing appropriations to various departments and budget control levels, and from various funds in the Budget; making an appropriation from the Park and Recreation Fund for acquisition and related costs; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, Seattle Park and Recreation's (SPR) 2017 Parks and Open Space Plan used race, equity and health, poverty and income, and population density mapping, among other criteria, to help identify priority areas for the Long-Term Acquisition Strategy; and

WHEREAS, the 2017 Parks and Open Space Plan identified West Seattle's Westwood-Highland Park Residential Urban Village (WHPRUV) as having a park walking distance service gap, defined as a lack of parks within a five-minute walking distance, coupled with high levels of poverty, obesity, diabetes, and lack of physical activity, based on socio-economic data correlated with health data; and

WHEREAS, in 2018 the community group called the Friends of the Delridge Triangle were awarded a Department of Neighborhoods Neighborhood Matching Fund grant to hire a design team to demonstrate how Seattle Department of Transportation's (SDOT) Delridge Triangle, bounded by Delridge Way SW, SW Barton Street, and 18<sup>th</sup> Avenue SW, could be adapted to better serve the community's open space needs; and

WHEREAS, the preferred concept in the 2019 design report included both the Delridge Triangle parcel and a portion of the adjoining 18<sup>th</sup> Avenue SW right-of-way, both areas totaling approximately .64 acres; and



WHEREAS, in 2019 SDOT identified the Delridge Triangle parcel and a portion of the adjoining 18<sup>th</sup> Avenue SW right-of-way as a candidate for a future transfer of jurisdiction ordinance (TJO) to transfer said transportation property (SDOT Property) to SPR for park, recreation and open space; and

WHEREAS, the preferred concept showed that the .64-acre SDOT Property has potential to be used as a park, its triangular shape and location adjoining busy Delridge Way SW pose challenges to safely siting park programming; and

WHEREAS, a .32-acre property bounding the SDOT Property has willing sellers who are supportive of adding their property to the SDOT Property to increase the size of the neighborhood park; and

WHEREAS, the 2017 Parks and Open Space Plan identifies a neighborhood park as being sized between .25 and nine acres; and

WHEREAS, at close to one acre, the entire proposed future park site exceeds the 10,000-square-foot minimum size to meet walking distance criteria intended to fill the service gap and support programming to address the existing equity and health disparities; and

WHEREAS, this acquisition, when coupled with the future SDOT TJO, would result in a park site of significant size that would be difficult to replicate in this competitive real estate market; NOW THEREFORE,

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

Section 1. The Superintendent of Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized, on behalf of the City of Seattle, to acquire the following described real property, situated in the City of Seattle, County of King, State of Washington, and commonly known as the property at 9200 18<sup>th</sup> Avenue SW (“Property”), together with all rights, privileges, and other property pertaining thereto, for open space, park, and recreation purposes:

LOTS 17, 18, AND 19, BLOCK 2, WHITE CENTER, AN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 65, RECORDS OF KING COUNTY, WASHINGTON.

Section 2. The Superintendent, or the Superintendent's designee, is authorized to execute and perform on behalf of the City of Seattle a Real Estate Purchase and Sale Agreement ("Agreement") with the seller substantially in the form of Attachment 1 to this ordinance, by which the City will acquire the Property in exchange for a purchase price not to exceed \$3,500,000 as supported by an appraisal, negotiation, and other promises set forth in the Agreement; and to accept a deed for the Property consistent with the terms of the Agreement by executing a Deed Acceptance Certificate substantially in the form of Attachment 2 to this ordinance.

Section 3. In order to pay for necessary costs and expenses incurred or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time of making the 2023 Budget, appropriations for the following items in the 2023 Budget are increased from the funds shown, as follows:

Item	Department	Fund	Budget Summary Level/BCL Code	CIP Project Name/ID	CIP Project Appropriation Change
3.1	Seattle Parks and Recreation	Park and Recreation Fund (10200)	Building for the Future (BC-PR-20000)	Park Land Acquisition and Leverage Fund (MC-PR-21001)	\$3,530,000
<b>Total</b>					<b>\$3,530,000</b>

Section 4. The Property shall be placed under the jurisdiction of Seattle Parks and Recreation.

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

Section 6. 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 10 days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by a 3/4 vote of all the members of the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

**Attachments:**

Attachment 1 - Real Estate Purchase and Sale Agreement

Attachment 2 - Deed Acceptance Certificate

## RESTATED AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This PURCHASE AND SALE AGREEMENT ("Agreement") is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation ("Buyer"), and AKA INVESTORS LLC, a Washington limited liability company ("Seller"), as of the date this Agreement has been executed by both Buyer and Seller ("Effective Date"). Seller and Buyer may be referred to hereinafter individually as "Party" or collectively as the "Parties."

Intending to be legally bound, for good and valuable consideration, including the mutual covenants and promises of the parties, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. Property. The "Property" subject to this Agreement consists of all of the following:

1.1. That certain tract and parcel of vacant real property located at 9200 18<sup>th</sup> Ave SW, Seattle, WA 98106, Tax Parcel Numbers 935290-0265, 935290-0270, 935290-0275, and more particularly and legally described in Exhibit A and depicted in the map in Exhibit B, attached together with all buildings, structures and other permanent improvements, if any, thereon (the "Real Property").

1.2. To the extent assignable, all rights, privileges, covenants and easements appurtenant to the Real Property, including without limitation all minerals, oil, gas and other hydrocarbon rights on or associated with the land, all development rights, air rights, and any and all appurtenances used in connection with the beneficial use and enjoyment of the Real Property (collectively, the "Appurtenances").

1.3. All of the property referred to in this Agreement as the "Property" or "Real Property."

2. Purchase. Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement.

3. Purchase Price.

3.1. Amount. The purchase price ("Purchase Price") for the Property is Three Million Two Hundred Fifty Thousand and no/100 Dollars (\$3,250,000.00).

3.2. Payment. Buyer shall pay Seller the Purchase Price at Closing. All references to dollars shall mean those amounts in United States currency.

3.3 Deposit. Within ten (10) days of the Effective Date, Buyer will open an escrow account with Old Republic Title, 111 Third Avenue, Suite 820, Seattle, WA 98101, ATTN: Binh Tran (referred to hereafter as "Escrow Holder" or "Title Company") and shall deliver to Escrow Holder Fifty Thousand and NO/100 Dollars (\$50,000.00) (the "Deposit") in immediately available funds, together with the original of the fully executed Agreement. Escrow Holder shall place the Deposit in an interest-bearing account for the benefit of the Parties. Escrow Holder shall apply or disburse the Deposit together with interest, if any, as provided in this Agreement. At Closing, Escrow Holder shall apply the Deposit together with interest, if any, to the Purchase Price.

4. Title.

4.1. Condition of Title. Seller shall convey to Buyer a statutory warranty deed, subject only to the Permitted Exceptions (defined in Subsection 4.3 below). Consistent with the Condition of Title in this section, Seller agrees that Title insurance to the Property shall be issued as a standard owner's policy of title insurance, unless Buyer elects to obtain an ALTA extended coverage owner's policy as provided in Section 4.2 below.

4.2. Title Insurance Commitment. Buyer has obtained a current title insurance commitment issued by Title Company, No. 0254567-16, dated March 29, 2023 ("Commitment"). Buyer may elect to obtain a 2006 ALTA Owner's Extended Coverage Policy of title insurance (the "Title Policy"). If required by the Title Company to issue an extended coverage owner's ALTA title insurance policy, Buyer shall obtain a survey and title updates for an extended policy at its own expense. Seller shall provide the ALTA affidavits required under Section 8.1(c).

4.3. Permitted Exceptions. Those exceptions to title listed on Exhibit C attached hereto, if any, together with any additional exceptions to title approved in writing by Buyer constitute permitted exceptions ("Permitted Exceptions"). Seller, at its sole cost and expense, shall remove all exceptions other than Permitted Exceptions.

5. Conditions Precedent.

5.1. Conditions Precedent to Buyer's Obligation to Purchase. Buyer's obligations with respect to purchase of the Property and the Closing are subject to fulfillment, or waiver thereof by Buyer in writing, of all conditions contained within this Agreement ("Buyer's Conditions Precedent"), including the following, not later than the Closing Date (unless an earlier date is specified):

(a) Seller in Title. The Seller owns the Property.

(b) Title Policy. The Title Company shall be prepared to issue the Title Policy in the amount of the Purchase Price subject only to preprinted general exceptions contained in the Commitment and Permitted Exceptions (defined Subsection 4.3 above).

(c) Moratorium. No reassessment, reclassification, rezoning or other change to the zoning of Property by judicial or administrative decision or proceedings (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental authority or any public or private utility having jurisdiction over the Property shall have occurred that would adversely impact Buyer's intended use of the Property.

(d) Zoning; Survey. There are no uncured violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Property, and there are no encroachments upon the Property.

(e) Noncompliance - Violation. Existing uses of the Property are in full compliance with all applicable zoning laws (and applicable variances) and any other local, municipal, regional, state or federal requirements, and the improvements on the Property comply with all applicable building, safety, health, zoning, environmental, subdivision and other laws, ordinances and regulations.



(f) No Actions or Proceedings. There is no action or proceeding pending or threatened, with respect to the title, ownership, maintenance, use or operation of the Property.

(g) No Environmental Violations. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Property, including but not limited to soil and groundwater conditions.

(h) Representations, Warranties and Covenants of Seller. Seller shall have performed each agreement to be performed by Seller under this Agreement, and Seller's representations and warranties in this Agreement shall be true and correct as of Closing.

(i) No Adverse Changes. As of Closing, there shall have been no adverse change in the physical condition of the Property from the date of this Agreement.

(j) Seller's Deliveries. Seller shall have delivered each of the items described (and no later than the delivery time specified) in Subsection 6.1 to Buyer and in Subsection 8.1 to Escrow Holder.

k) Executive/Real Estate Steering Committee Approval. The City's Executive/Real Estate Steering Committee shall have transmitted no objection to the proposed purchase prior to City Council approval of the Ordinance.

(l) Ordinance. On or before the Closing Date, an ordinance shall be in effect authorizing the transaction contemplated in this Agreement and appropriating funds to complete this transaction.

(m) No Seller Bankruptcy. If at any time prior to Closing, (i) there shall be filed against or by Seller a petition in bankruptcy or insolvency or a petition seeking to effect any plan or other arrangement with creditors or seeking the appointment of a receiver and the same is not discharged or dismissed before Closing; (ii) a receiver or liquidator is appointed for all or substantially all of Seller's property; (iii) or Seller makes an assignment for the benefit of creditors or takes any other similar action for the benefit or protection of creditors, then Buyer shall have the right in its sole and absolute discretion and in addition to all other remedies available to Buyer pursuant to this Agreement or at law or in equity to cancel and terminate this Agreement after which the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

(n) Debris and Personal Property. On the Date of Closing, the Property shall be free of garbage, waste, debris, and personal property. Seller holds Buyer harmless from all claims and expenses arising from removal and disposal of garbage, waste, debris, and personal property.

5.2. Benefit of Buyer. The Buyer's Conditions Precedent is solely for the benefit of Buyer and may be waived only in writing by Buyer. Buyer shall have the right to waive any condition. The waiver by Buyer of any condition in any specific circumstances shall not be a waiver of such condition with respect to any other circumstances or a waiver of any other condition

and shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of Seller, unless the waiver expressly so provides.

5.3. Termination. If any Buyer's Condition Precedent is not satisfied or waived prior to Closing (or such earlier date as provided elsewhere in this Agreement), then Buyer, in Buyer's sole discretion, shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder, and the parties shall have no further obligations under this Agreement, except that Buyer shall be entitled to return of the Deposit together with interest, if any, and Seller and Buyer shall be entitled to return of any documents deposited with Escrow Holder.

6. Investigation of the Property.

6.1. Seller's Initial Deliveries. Within seven (7) days after the Effective Date, Seller shall, at its sole expense, deliver to Buyer (a) all contracts and accounting records affecting the Property, if any; (b) a completed disclosure statement for commercial real estate in the form required by Section 64.06.013 of the Revised Code of Washington; and (c) other documents, records and materials concerning the operation or physical condition of the Property, including, without limitation, all surveys, maps, plans, soils reports and environmental site assessments in Seller's possession and control.

7. Seller's Obligations. From the Effective Date until the Closing Date, Seller shall, at its sole expense:

7.1. Promptly notify Buyer upon learning of any fact or event that would make any of the representations or warranties of Seller contained in this Agreement or any Buyer's Conditions Precedent untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other obligations hereunder.

7.2. Notify Buyer promptly upon receiving notice of a claim or pending litigation affecting the Property, or notice of any event, transaction, or occurrence before Closing that would materially adversely affect the Property or any part thereof.

7.3. Not convey, mortgage, grant a deed of trust, or contract to do the foregoing or otherwise allow or consent to convey, abandon, relinquish, cloud or encumber title to the Property or any interest therein or part thereof without Buyer's consent.

7.4. Maintain the Property in good order, condition and repair, and otherwise operate the Property and maintain its business records in the same manner as before the making of this Agreement, the same as though Seller were retaining the Property.

7.5. Maintain all casualty, liability and hazard insurance currently in force with respect to the Property through Closing without diminution in coverage.

7.6. Remedy any violations of law or municipal ordinances or regulations of any federal, state, local or other governmental departments of which Seller is aware.

7.7. Take no action that will adversely affect title to the Property nor take action that impairs the issuance of the Title Policy as described in Section 4 of this Agreement.

7.8 Notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

8. Deliveries to Escrow Holder.

8.1. By Seller. Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

(a) Deed. A statutory warranty deed, duly executed and acknowledged by Seller (the “Deed”), conveying to Buyer fee simple title to the Property, subject only to the Permitted Exceptions.

(b) FIRPTA Affidavit. A certificate evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(c) ALTA Affidavits. Any affidavits, certifications or instruments, including any lien affidavits or mechanic’s lien indemnifications, duly executed and acknowledged by Seller, as reasonably may be required by the Title Company in order to issue the Title Policy.

(d) Closing Certificates. A certificate of Seller dated as of the Closing Date certifying that all of Seller’s representations and warranties remain true as of the Closing Date, or if not, specifying the respect in which any representation or warranty is no longer true.

(e) Certificates of Authority. Such certificates as are necessary or required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this transaction, and evidence that the execution of such instruments has been properly authorized by Seller.

(f) Excise Tax Affidavit. A real estate excise tax affidavit signed by Seller.

(g) Such other instruments or documents as may be reasonably required by the Title Company, or pursuant to the provisions of this Agreement, or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

8.2. By Buyer. Buyer shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items:

(a) Purchase Price. Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date cash by federal funds, wire transfer or cashier’s check in the amount necessary to pay the balance of the Purchase Price and Buyer’s share of closing costs and prorations.

(b) Excise Tax Affidavit. A real estate excise tax affidavit signed by Buyer.

(c) Such other instruments or documents as may be reasonably required by the Title Company, or pursuant to the provisions of this Agreement, or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

9. Close of Escrow.

9.1. Time. Closing shall occur in the office of Escrow Holder on a date mutually agreeable to Buyer and Seller after Buyer's Conditions Precedent have been satisfied or waived, but in any event no later than September 29, 2023, unless further extended by written agreement or unless accelerated by written agreement if the Parties conclude an earlier Closing is possible. As used in this Agreement, "Closing," "Closing Date" or "Date of Closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller in accordance with this Agreement. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of the definition of "Closing," "Closing Date" and "Date of Closing," as available for disbursement to Seller.

9.2. Closing Costs and Prorations.

(a) Closing Costs. Buyer and Seller shall each pay its own attorneys' fees. Buyer shall pay the cost of recording the Deed, escrow fees, the title insurance premium charged by the Title Company for Buyer's Title Policy and the endorsements required by Buyer, and the cost of any survey required by the Title Company (if any). Seller's monetary liens on the Property, if not previously discharged, shall be discharged in full out of the Purchase Price at Closing. Seller shall pay real estate excise tax, if any is due.

(b) Prorations. Seller shall be responsible for paying real property taxes, general assessments, surface water management fees and other fees (if any) payable to governmental entities, utilities and operating expenses relating to the Property through the Closing Date. If Seller is entitled to a reimbursement for overpayment of real property taxes, it shall be Seller's responsibility to seek such reimbursement from the appropriate taxing authority outside of Closing. Seller shall provide evidence satisfactory to Buyer that accounts for utility services to the Property, including but not limited to electricity, heating oil (if applicable), natural gas (if applicable), solid waste, water, sewer, telephone, internet service, and cable, are current and there are no delinquent charges owing. Seller shall pay any special assessments against the Property in existence as of the Closing Date through the Closing Date. All expenses of the Property, including but not limited to, real property taxes, surface water management fees and other fees (if any) payable to governmental entities, rents, utility charges, amounts payable under contracts that Buyer elects to accept or assume, annual permits and other expenses normal to ownership, use, operation and maintenance of the Property shall be prorated as of 11:59 p.m. on the Closing Date.

9.3. Procedure. Escrow Holder shall close escrow as follows:

(a) Obtain the release of the Property from any liens described in the Commitment, and delivery of all documents by Seller, and in this Agreement except the Permitted Exceptions;

(b) Confirm with Buyer satisfactory evidence of delivery of all documents by Seller;

- documents by Buyer;
- (c) Confirm with Seller satisfactory evidence of delivery of all
  - (d) Pay applicable real estate transfer excise taxes and record the Deed;
  - (e) Complete the prorations and credits;
  - (f) Issue and deliver the Title Policy to Buyer;
  - (g) Deliver any other documents deposited by Seller with Escrow Holder to Buyer;
  - (h) Deliver the Purchase Price less Seller's closing costs and prorations and Buyer credits, if any, to Seller; and
  - (i) Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited with Escrow Holder, with such recording and filing date endorsed thereon.

9.4. Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions, and an executed copy of this Agreement shall be deposited by Buyer with Escrow Holder following its execution. The parties may execute additional escrow instructions provided that such additional escrow instructions shall not change the terms of this Agreement.

9.5. Possession. Possession of the Property shall be delivered to Buyer upon Closing.

9.6. Deliveries Outside of Escrow. On the Closing Date Seller shall deliver to Buyer outside of escrow all original books and records of account, contracts, leases and leasing correspondence, receipts for deposits, unpaid bills and other papers pertaining to the Property, architectural and engineering plans, drawings and specifications for the improvements to the Property, all "As-Built" plans and specifications, original operating permits and certificates relating to use, occupancy or operation of the Property, all advertising materials, booklets, keys and other items, if any, used in Seller's operation of the Property.

10. Brokerage Commission. Seller warrants to Buyer and Buyer warrants to Seller that each party's sole contact with the other and with the Property regarding this transaction has been directly with the other party and has not involved any broker or finder. Seller and Buyer further warrant to each other that no broker or finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that party with respect to the other party or the Property. To the extent permitted by applicable law, each party shall indemnify, defend and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying party's actions.

11. Condemnation. If there is a condemnation (by an entity other than Buyer) of all or part of the Property initiated before Closing, Seller shall promptly notify Buyer and Buyer shall have the option for ten (10) days following the date the notice is received (a) to proceed with the Closing, in which event all condemnation proceeds already received by Seller by the Closing shall be paid to Buyer and the right to receive such proceeds not yet received by Seller shall be

assigned to Buyer at the Closing, or (b) to terminate this Agreement. Unless this Agreement is terminated, Seller shall take no action with respect to any condemnation proceeding without the prior written consent of Buyer. Buyer shall take no action to initiate a condemnation proceeding for all or any portion of the Property.

12. Representations, Warranties and Covenants.

12.1. Seller's Representations and Warranties. In addition to the representations, warranties and covenants contained elsewhere in this Agreement, Seller, as of the Effective Date and as of the Closing Date, makes the following representations, warranties and covenants:

- (a) Title. Seller is the sole owner of the Property.
- (b) Agreements to Transfer or Encumber. Seller has not committed nor obligated itself in any manner whatsoever to sell or encumber the Property or any interest therein to any party other than Buyer, nor committed or obligated to lease all or any portion of the Property.
- (c) Compliance with Law. To the best of Seller's knowledge, the property complies in all material respects (both condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property (including those related to zoning, building, subdivision, engineering, and Environmental or Safety Laws) that remains uncured.
- (d) Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.
- (e) Litigation. There is no pending or to Seller's best knowledge threatened in writing, judicial, non-judicial foreclosure, or municipal or administrative proceedings with respect to this transaction or in any manner affecting the Property or any portion thereof or in which Seller is or will be a party by reason of Seller's ownership of the Property.
- (f) Notices. Seller have not received any written notices from any insurance companies, governmental agencies or from any other parties with respect to any violations or other matters concerning the Property.
- (g) Taxes and Assessments. Other than amounts disclosed by the Commitment, to the best of Sellers' knowledge, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.
- (h) Tax Returns. Seller has filed all local, state and federal tax forms that are required to be filed by Seller, have paid all taxes due and payable by Seller to date and will pay all such taxes that become due and payable by Seller prior to the Closing.
- (i) Underground Storage Tanks; Hazardous Substances. To the best of Seller' knowledge, (i) there are no cisterns, wells, subterranean storage or underground storage tanks on the Property, (ii) no underground storage tanks have been removed from the Property, (iii) there are no Hazardous Substances currently located in, on, or under the Property in a manner

or quantity that presently violates any Environmental or Safety Law, and (iv) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental or Safety Laws at the Property.

(j) Violation of Property Restrictions. To the best of Seller's knowledge, the Property and the current use, occupation and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements (including, without limitation, any of the Permitted Exceptions), site plan approvals, zoning or urban redevelopment plans applicable to the Property.

(k) Tax Valuation/Assessment. Seller has no knowledge and has not received any notice of: (a) proceedings pending for the correction of the assessed valuation of Real Property, or (b) any other pending or threatened special assessments affecting the Real Property.

(l) Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(n) No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Buyer in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be.

(o) Leases, Service Contracts or Other Contracts. As of the Date of Closing, no leases, service contracts, or other contracts are in place regarding or related to the Property. As of the Date of Closing, no leases, service contracts, or other contracts will be in place regarding or related to the Property.

(p) Mechanic's Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof that has not been paid in full prior to Closing.

12.2 Effect of Buyer's Inspections. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

12.3 Survival Period. Subject to the provisions of Section 12.5, and notwithstanding anything else to the contrary contained in this Agreement, in any exhibits attached hereto, or in any documents executed or to be executed at Closing or otherwise in connection herewith (collectively, the "Purchase Documents"), all of Seller's representations, warranties, covenants, undertakings, indemnities, and agreements contained in any of the



Purchase Documents (collectively, "Seller's Undertakings") shall survive the Closing for a period of six (6) months (the "Survival Period"). Buyer acknowledges that it is a sophisticated buyer who is familiar with the ownership and operation of real estate projects similar to the Property, and Buyer and Seller have negotiated and agreed upon the length of the Survival Period as an adequate period of time for Buyer to discover any and all facts that could give rise to a claim or cause of action for a breach of a representation.

12.4 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations so expressly assumed by Buyer or any liens or other obligations with respect to the Property that result from any action or activities by or on behalf of Buyer after the Closing Date, Seller, after the Date of Closing, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom; provided that Seller's obligation to indemnify, defend and hold Buyer harmless with respect to any Hazardous Substances or compliance with Environmental or Safety Laws shall be limited to Seller's obligations set forth in Section 13.3.

12.5 Provide Further Information. From the Effective Date through the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof promptly upon learning of the occurrence of such event.

13. Environmental Compliance. In addition to and without limiting any other representations, warranties, covenants and agreements in this Agreement, Seller represents, warrants, covenants and agrees:

13.1. Hazardous Substances. Except for petroleum products in connection with motor vehicles, lawn mowers, and underground storage tank for heating oil, Seller has not used or stored on, under or about the Property or transported to or from the Property any Hazardous Substance or allowed any other person or entity to do so. Seller has not, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property, any Hazardous Substance or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Property (or off-site of the Property that might affect the Property) or transported to or from the Property by any entity, firm or person, or from any source whatsoever.

13.2. Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property, any Hazardous Substance or authorize any other person or entity to do so, prior to the Closing.

13.3. Environmental Indemnity. Seller shall protect, indemnify, hold harmless and defend Buyer and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section 13 including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Property and the preparation and

implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Buyer, its agents or independent contractors.

13.4. Definitions. For the purpose of this Section 13, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(a) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWMA"), the Washington Model Toxics Control Act ("MTCA"), the Washington Industrial Safety and Health Act, the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, local or international statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, TSCA, MTCA, or the HWMA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(b) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

14. Intentionally Removed.

15. Survival. Subject to the limitations in Section 12.4, the covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

16. Entire Agreement. This Agreement contains the entire integrated agreement of the parties, including all of the covenants and conditions between the parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

17. Default; Remedies, Specific Performance.

17.1 Seller Default. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Consequently, if Seller breaches or defaults under this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right (a) to specific performance of this Agreement; or (b) to terminate this Agreement upon written notice without liability to Seller.

17.2 Buyer Default. If Buyer fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except (a) failure of any condition precedent to Buyer's obligations to Close or (b) failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement and receive the Deposit as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder (except for claims arising under Section 5). Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine, and the Deposit is a fair estimate of those damages and has been agreed to in an effort to cause the amount of damages to be certain.

18. Notices. All written notices required to be given pursuant to the terms hereof shall be either delivered personally; deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below with copies to the parties listed after such address (if any) sent by facsimile transmission to the numbers below or sent by electronic transmission to the email address below, with receipt acknowledged:

SELLER:

Alicia Arsene  
AKA Investors LLC  
9839 NE 19<sup>th</sup> St  
Bellevue, WA 98004  
Facsimile: N/A Telephone: (831) 760-3041  
Email: akarsene@gmail.com

BUYER:

Seattle Parks and Recreation  
300 Elliott Avenue W., Suite 100  
Seattle, WA 98121  
Attn: Lise Ward  
Telephone: (206) 733-9106, (206) 310-3567  
Email: lise.ward@seattle.gov

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received two (2) days after deposit in the mail. Facsimile transmission, with receipt confirmed by the recipient by telephone, or email transmission with receipt confirmed by email, of any signed original document or notice, and retransmission of any signed facsimile or email transmission, shall be the same as personal delivery of an original. At the request of either party, or the Escrow Holder, the parties will confirm facsimile or email transmitted signatures by signing an original document.

19. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. Waivers. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

21. Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if one of the parties had prepared it, but rather as if both parties had prepared it. If the date on which Buyer or Seller are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

22. Time. Time is of the essence of every provision of this Agreement.

23. Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

24. Successors. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

25. Applicable Law. This Agreement shall be interpreted and governed by the laws of the State of Washington. The venue of any legal action or claim related to this Agreement shall be in the Superior Court for King County.

26. No Third Party Beneficiary. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties, and therefore, nothing in this Agreement express or implied shall confer upon any person any right or interest whatsoever, other than directly to the parties and their heirs, executors, personal representatives, successors and assigns.

27. Reservation of Rights and Responsibilities. Except as set forth in this Agreement, Buyer and Seller retain all rights, privileges, obligations and remedies as set forth under applicable federal, state or local laws.

28. Entire Agreement. This Agreement (a) constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof (b) supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof, and (c) cannot be changed except by their written consent.

29. Counterparts. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

30. No Recording of Agreement. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other.

31. Incorporation of Exhibits. All exhibits hereto and all other documents and instruments referred to herein or in any exhibit or attachments hereto are incorporated by reference as a part of this Agreement. The Exhibit List to this Agreement shall be as follows:

- Exhibit A      Legal Description of Property
- Exhibit B:      Map of property
- Exhibit C      Permitted Exceptions

Signatures of the Parties to this Agreement are on the following pages.

**BUYER:**

THE CITY OF SEATTLE, A WASHINGTON MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Christopher Williams, Assistant Superintendent and Chief of Staff of Parks and Recreation

**SELLER:**

AKA Investors, LLC, a Washington limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**

LEGAL DESCRIPTION

LOTS 17, 18, AND 19, WHITE CENTER, AN ADDITION TO THE CITY OF SEATTLE,  
ACCORDING TO THE PLAT THREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 65,  
RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.





**Exhibit C**

PERMITTED EXCEPTIONS

Chicago Title of Washington. Order No. 0254567-16

1. Exceptions and reservations contained in deed whereby the grantor excepts and reserves oil, gases, coal, ores, minerals, fossils, etc. and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry:

Grantor: State of Washington  
Recording No.: 683102

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent said covenant or restriction is permitted by applicable law, as set forth on Survey.

Recording No.: 20190809900010

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent said covenant or restriction is permitted by applicable law, as set forth on Survey.

Recording No.: 20200406900001

4. Memorandum of Drainage Control and the terms and conditions thereof:

Recording Date: August 2, 2022  
Recording No.: 20220802000438

5. Side Sewer Release and Indemnification Agreement and the terms and conditions thereof:

Recording Date: October 13, 2022  
Recording No.: 20221013000347

**ACCEPTANCE**

On behalf of the City of Seattle, a municipal corporation of the State of Washington, I, Anthony-Paul Diaz, Superintendent of Seattle Parks and Recreation, accept the interest in real property conveyed herein by this deed for park, open space, and recreation purposes, legally described in the Statutory Warranty Deed, from AKA Investors, LLC, a Washington limited liability company, to the City of Seattle, pursuant to the authority conferred by Ordinance \_\_\_\_\_.

Dated: \_\_\_\_\_

THE CITY OF SEATTLE

\_\_\_\_\_  
Anthony-Paul Diaz, Superintendent  
Seattle Parks and Recreation

## SUMMARY and FISCAL NOTE\*

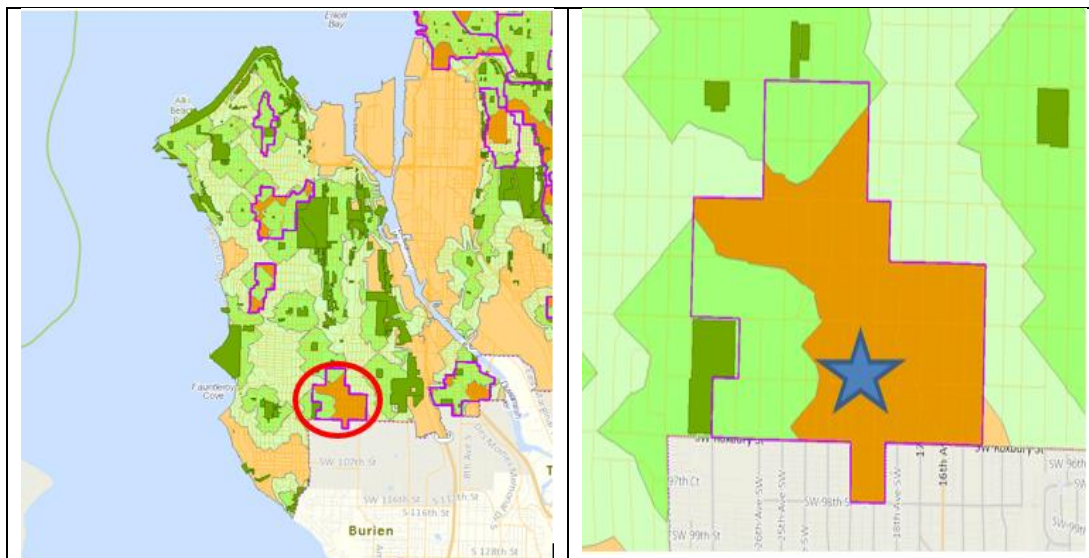
Department:	Dept. Contact:	CBO Contact:
Parks and Recreation	Jeffrey Bishop	Justin Hillier

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the acquisition of real property commonly known as 9200 18<sup>th</sup> Ave SW; authorizing acceptance of a recording of the deed for open space, park, and recreation purposes; amending Ordinance 126725, which adopted the 2023 Budget, including the 2023-2028 Capital Improvement Program; changing appropriations to various departments and budget control levels, and from various funds in the Budget; making an appropriation to the Park Fund for acquisition and related costs; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

### Summary and Background of the Legislation:

Located in West Seattle, the Westwood-Highland Park Residential Urban Village (RUV) is experiencing park service gaps, defined in the 2017 Park and Open Space Plan as an urban village not having a park within a five-minute walking distance. According to that definition and illustrated in the maps below, the Westwood-Highland Park RUV is the area most in need of a neighborhood park in West Seattle. In the maps below, dark orange represents urban village park gaps, blue star marks the location of the acquisition property.



The community has been active in advocating for more parks, and the Friends of the Delridge Triangle applied for and were awarded a Neighborhood Matching Grant to explore programming a Seattle Department of Transportation-jurisdiction property for park use. The preferred concept incorporated both the use of the Triangle and a portion of adjoining 18<sup>th</sup> Avenue SW, however,

even with the added 18<sup>th</sup> Ave SW right-of-way the site's triangular shape proves to be a challenge for all the programming the community desires.

### 2019 preferred community concept



### 2023 Proposed Acquisition (red), Future SDOT Transfer of Jurisdiction (yellow)



The acquisition of the subject property in this ordinance, located to the east of the preferred concept edges, would be beneficial for the park to host varieties of programming in a safe

manner. For example, the children's play area could be located away from busy SW Barton Street and Delridge Avenue SW.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2028:
Park Land Acquisition and Leverage Fund	MC-PR-21001	West Seattle	N/A	N/A	N/A (Ongoing)

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

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

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
			\$3,530,000	
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
			-	\$3,530,000 (estimated)
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024
	n/a	n/a	n/a	n/a

**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 provides for the acquisition of property and future costs may be incurred when the site is developed. Related ongoing maintenance costs would also be incurred after the site is developed. Funding for future site development and subsequent maintenance may be considered in a future budget process.

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

SPR would lose an opportunity to acquire future park land in a currently underserved area of the city, as the property will be developed. Also, this property acquisition is located in the opportunity zone to help qualify the property for a King County Conservation Futures Tax grant (CFT) match waiver, and SPR will be applying for funding to fully reimburse the acquisition costs (reflected in revenue sections of budget tables above and below). SPR would also lose this reimbursement opportunity if the legislation is not implemented.

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 appropriations.

Fund Name and Number	Dept	Budget Control Level Name/Number*	2023 Appropriation Change	2024 Estimated Appropriation Change
10200	SPR	Building for the Future/BC-PR-20000	\$3,530,000	-
<b>TOTAL</b>			<b>\$3,530,000</b>	

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

#### Appropriations Notes:

### 3.b. Revenues/Reimbursements

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

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

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
Park and Recreation Fund/10200	SPR	King County Conservation Futures Tax (CFT)		\$3,530,000 (Estimated)
<b>TOTAL</b>				<b>TBD</b>

**Revenue/Reimbursement Notes:** CFT revenues are provided on a reimbursement basis with actual revenues typically received in the year after an acquisition is finalized. Therefore, the above revenue estimate for the 2023 transaction is estimated to be received in 2024.

### 4. OTHER IMPLICATIONS

- Does this legislation affect any departments besides the originating department? No.
- Is a public hearing required for this legislation? No.
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation? No.
- Does this legislation affect a piece of property? Yes, it's a real property acquisition, please see the attached map.
- Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public? This legislation will increase the size and utility of a park site (the pending Transfer of

Jurisdiction of SDOT’s “Delridge Triangle”), benefitting an underserved community in a meaningful way through the creation of a one-acre park.

**f. Climate Change Implications**

**1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?** The legislation authorizing the acquisition of this vacant parcel for open space, park and recreation use will not increase carbon emissions in any material way.

**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 act of acquiring this vacant parcel will neither increase or decrease Seattle’s resiliency to climate change in a material way. The acquisition of this property for future development of a park within the growing numbers of multifamily developments in this residential urban village could help reduce heat island effects as the city deals with hotter and drier summers. The addition of park land will include trees, shrubs, and turf that will improve climate resiliency (stormwater runoff, heat island mitigation, etc.) and decrease carbon emissions through the addition of plants.

**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:**

Summary Attachment A – Map Westwood-Highland Park RUV Acquisition



SW COMMUNITY  
CENTER AND POOL  
PMA: 3996

Summary At A - Map Westwood-Highland Park RUV Acquisition  
V1

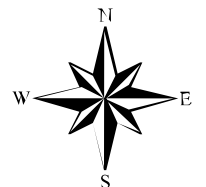


Seattle  
Parks & Recreation

## Westwood Highland Park RUV Acquisition

### Legend

- Parcel Add on
- Park Boundary
- Parcel Boundary
- Urban Villages



0 400  
Feet

1 inch = 500 feet

© 2023, CITY OF SEATTLE.  
All rights reserved.

No warranties of any sort,  
including accuracy, fitness  
or merchantability  
accompany this product.

Map date:  
Monday, July 10, 2023.

Westwood-Highland  
Park  
RUV

ROXHILL PARK  
PMA: 464

Westwood  
Highland Park  
RUV Acquisition

City of Seattle





## Legislation Text

---

**File #:** CB 120664, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing an Operations and Management Agreement between The City of Seattle, a Washington State municipal corporation, by and through Seattle Parks and Recreation, and the Downtown Business Improvement Association, a Washington State nonprofit corporation, to enter into an operation and management agreement for activation and programming services at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park; and ratifying and confirming certain prior acts.

WHEREAS, pursuant to Article XI of the City Charter, the Seattle Parks and Recreation (SPR) Superintendent has the responsibility for operation and control of the parks and recreation system of the City; and

WHEREAS, since 2006, SPR has partnered with the downtown community to carry out the Downtown Parks Task Force's recommendations to employ programming and events to deter negative activity and bring positive uses to downtown parks; and

WHEREAS, the Downtown Business Improvement Association (DBIA) is an experienced nonprofit organization, and a long-standing partner with SPR to create safe and lively downtown public parks; and

WHEREAS, SPR and DBIA are focused on making downtown Seattle a great place to live, work, shop and play through public realm management, economic development, and marketing; and

WHEREAS, after a one-year pilot in 2015/2016 with DBIA to significantly increase activation of Westlake Park and Occidental Square proved successful; and

WHEREAS, in December 2015, DBIA was selected through a competitive RFP process; and

WHEREAS, upon mutual agreement as set forth in this ordinance, DBIA will work in collaboration with SPR for

activation, programming, and coordination services to ensure Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park are operated effectively and efficiently to increase opportunities for positive public use and enjoyment of these parks; and

WHEREAS, the COVID-19 pandemic delayed the renewal of SPR's agreement with DBIA for several years; and

WHEREAS, SPR's 2020-2032 Strategic Plan and surrounding community engagement continue to underscore the need for safe, engaging and inviting public spaces in Seattle's downtown core, with activities that are innovative, are equitable, and support the department's mission and values; NOW, THEREFORE,

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

Section 1. The City Council ("Council") finds and declares that:

A. Seattle Parks and Recreation ran a competitive RFP in December 2015 seeking a partner to activate, program and ensure safe and welcoming downtown parks.

B. The Downtown Business Improvement Association (DBIA) was the only entity that had the expertise, qualifications, and interest at that time.

C. No other organizations have approached the City with an interest or ability to provide these services and/or have a proven track record with the relevant experience, expertise, and success in activating and programming downtown parks.

D. Additionally, DBIA has the unique experience of successfully rebuilding downtown park activities and programs to welcome back Seattle residents to these critical public spaces after the pandemic.

Section 2. The Superintendent of Seattle Parks and Recreation, or the Superintendent's designee, is authorized to execute, between The City of Seattle and DBIA Services, a Washington nonprofit corporation, an agreement substantially in the form attached to this ordinance as Attachment 1 to operate and manage Bell St. Park, Occidental Square, Pioneer Square and Westlake Park. The Superintendent is further authorized to execute such other agreements necessary and desirable to carry out DBIA Services activation and management

of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park consistent with 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 10 days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

Attachments:

Attachment 1 - DBIA Operations and Management Agreement

**AGREEMENT BETWEEN THE CITY OF SEATTLE  
AND  
THE DOWNTOWN BUSINESS IMPROVEMENT ASSOCIATION**

**OPERATIONS AND MANAGEMENT AGREEMENT: PR00A23-037  
ACTIVATION AND PROGRAMMING FOR BELL ST. PARK, OCCIDENTAL SQUARE,  
PIONEER SQUARE AND WESTLAKE PARK**

This Operations and Management Agreement for activation and programming services of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park is entered into by and between the City of Seattle, a Washington State municipal corporation, by and through Seattle Parks and Recreation, (“the City” or “SPR”), and DBIA Services, a Washington State non-profit corporation (hereinafter referred as “DBIA”). Both the City and DBIA are collectively referred to as “Parties” within this Agreement.

**WHEREAS**, pursuant to Article XI of the Seattle Charter, the Seattle Parks and Recreation Superintendent has the responsibility for operation and control of the parks and recreation system of the City; and

**WHEREAS**, in 2006, the Downtown Parks and Public Spaces Task Force Report put forth a “charge and vision for downtown parks” with a recommendation to “foster a Downtown Parks Renaissance through a new partnership between the City and the downtown community;” and

**WHEREAS**, since 2006, SPR has partnered with the downtown community to carry out the Task Force’s recommendations to employ programming and events to deter negative activity and bring positive uses to our downtown parks; and

**WHEREAS** DBIA, is an experienced nonprofit organization, and a long-standing partner with SPR to create safe and lively downtown public parks; and

**WHEREAS**, in 2010, the Center City Parks Task Force formed to follow up on the work of the earlier Downtown Parks and Public Spaces Task Force and took on the mission to “identify and support processes whereby a new management model and/or organizational entity can be created to provide the management and finances necessary to support and improve downtown Seattle parks in a sustainable manner;” and

**WHEREAS** SPR and DBIA are focused on making downtown Seattle a great place to live, work, shop and play through public realm management, economic development and marketing; and

**WHEREAS**, on August 5, 2014, Seattle voters approved the Seattle Park District, a Metropolitan Park District Fund authorized by Chapter 35.61 of the Revised Code of Washington, providing funding for the Center City Activation investment to “expand programming and activation and provide research and money for a new management/operations model for downtown parks;” and

**WHEREAS**, SPR formed a one-year Pilot Agreement for the Activation and Programming of Westlake Park and Occidental Square from May 5, 2015 through April 30, 2016 with DBIA to significantly increase the activation and programming services of Westlake Park and Occidental Square; and

**WHEREAS**, the Center City Activation investment, as part of the Seattle Park District's six-year plan, supports the opportunity to fund a long-term sustainable activation plan to activate Westlake Park and Occidental Square; and

**WHEREAS**, in December 2015, SPR invited all Community Organizations interested in a multi-year partnership with the City for activating and programming of Westlake Park and Occidental Square to submit proposals to the City through a publicly advertised Request for Proposal process; and

**WHEREAS**, upon mutual agreement as set forth herein, DBIA will work in collaborative partnership with SPR for activation, programming, and coordination services to assure Bell St. Park, Occidental Square, Pioneer Square and Westlake Park are operated effectively and efficiently to increase opportunities for positive public use and enjoyment of these parks; and

**WHEREAS**, DBIA acknowledges this Agreement is subject to available City funding, which must be properly leveraged and efficiently used according to the terms herein, and all services shall be performed in strict compliance with all terms in this Agreement to ensure the positive, open, public use and enjoyment of Bell St. Park, Occidental Park, Pioneer Square and Westlake Park; and

**WHEREAS**, the COVID-19 pandemic has had a lasting impact on the activity and vibrancy of our downtown spaces, making activation efforts needed more than ever. Additionally, the pandemic delayed the renewal of SPR's agreement with DBIA for two years; and

**WHEREAS**, SPR and DBIA have worked in partnership under a formal agreement for the previous five years, including City approved, COVID extensions, with the goal of sustaining safe and vibrant activation downtown; and

**WHEREAS**, the SPR strategic plan and surrounding community engagement continue to underscore the need for safe, engaging public spaces in our downtown core, with activities that are innovative, equitable and support the department's mission of equitable programming that reflects the communities we serve; and

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance by both Parties of this AGREEMENT and the incorporated Exhibits contained herein, the City and DBIA mutually agree as follows:

## **1. DEFINITIONS FOR THIS AGREEMENT**

"Activation" means providing semi-permanent or regularly available amenities such as moveable furniture, seasonal flowers, ping-pong tables, temporary art, information kiosks, and other elements, tasks and activities set forth in the Scope

of Work that shall create a welcoming atmosphere and encourage people to use the park for positive reasons.

“Agreement” or “Partnership Agreement” means this mutually executed agreement, including any incorporated exhibits.

“Bell St. Park” means the City-owned property as legally described and depicted in **EXHIBIT F**.

“City” means the City of Seattle, a municipal corporation and its elected officials and any department or subdivision thereof, including without limitation, Seattle Parks and Recreation.

“Citywide Special Events” means events permitted by the City of Seattle Special Events Office.

“DBIA Services” means the Washington State nonprofit corporation organized under RCW Chapter 24.03.

“Effective Date” means the date this Agreement is executed by both parties and commencing as of January 1, 2023.

“Expressive activity” means conduct protected by the First Amendment primarily intended to convey a particular message and is likely to be understood as such in the surrounding circumstances. The principal object of expressive conduct is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinion, views or ideas. Expressive activity includes, but is not limited to, public oratory and the distribution of literature, including the assembly of persons for such purposes. All expressive activity shall include, without limitation, all such activity that occurs on City property, including at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park.

“Free speech activity or event” means an event that includes expressive activity as one or more of its stated purposes.

“Parks” means Bell St. Park, Occidental Square, Pioneer Square and Westlake Park collectively.

“Pioneer Square” means the City-owned property as legally described and depicted in **EXHIBIT F**.

“Programming” means scheduled activities and entertainment and associated staffing that bring participants to the parks, including without limitation, community events, classes, readings, musical performances, chess tournaments, or other open public activities.

“Occidental Square” means the City-owned property as legally described and depicted in **EXHIBIT F**.

“Scope of Work” or “Work” means the services provided by DBIA, and on behalf of SPR, related to the primary activation and programming of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park.

“SPR” means Seattle Parks and Recreation.

“Superintendent” means the Superintendent of Seattle Parks and Recreation.

“Westlake Park” means the City-owned property as legally described and depicted in **EXHIBIT F**.

## **2. TERM OF AGREEMENT**

The term of this Agreement shall commence upon on the Effective Date, which shall be January 1, 2023, and end on December 31, 2028, unless terminated earlier under the provisions herein.

## **3. OBJECTIVES**

Both parties agree and understand that the City expects to achieve the following outcomes through this Partnership Agreement, including, but not limited to providing a safe, welcoming and vibrant environment:

- i. Safe Environment: Activation and Parks programming that are perceived by the Seattle community to be safe. Achieve best practices such as: regularly scheduled staff in the parks, enforcement of park rules, good maintenance of grounds, appropriate lighting, and substantial use in a positive way. DBIA will increase or maintain heavy park activations and programming year-over-year in Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park between the years 2023-2028.
- ii. Welcoming Environment: Equitable activation and programming that will reflect and welcome the community, including underserved communities in the area such as unhoused populations, low-income households, Black Indigenous People of Color, specialized populations, and the LGBTQ community - as demonstrated and documented through ongoing communication tools with the diverse downtown community.
- iii. Vibrant Environment: Demonstrated proof that the community supports vibrant activation and programming strategies through regular people counts (minimum of twice daily and event-based), regular community surveys, park intercept surveys or other professionally implemented mechanisms.
- iv. All funds raised and collected in the Parks will go towards programming and activation of these same Parks, as documented in bi-annual reports.

## **4. SCOPE OF WORK**

The scope of work of this Agreement is as described below and as further defined in **EXHIBIT A**.



**A. Programming and Activation Services of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park**

- i. DBIA shall provide services for, and on behalf of SPR, related to the primary activation and programming of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park, and shall generally ensure free and open public access to the public Park properties while providing these services.
- ii. DBIA shall provide supervision and oversight services to ensure sufficient personnel and the general staffing necessary to promote and support the effective operation of all programs and events at the Parks. This includes providing security services as needed to protect property and ensure effective operation of programs and events at the Parks (excluding expressive First Amendment activities and events sanctioned and approved by the City).
- iii. DBIA will manage permitting and scheduling of activation, programming, concessions and vending, as well as events in Bell St. Park, Occidental Square, Pioneer Square and Westlake Park – with the exception of expressive activities and Citywide Special Events. A representative from DBIA will attend Citywide Special Events meetings and provide comment and questions for all Citywide Special Events in or around Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park. DBIA will notify SPR immediately upon the receipt of a permit application for any expressive activities/free speech requests in accordance with the instructions set forth in **EXHIBIT B**. DBIA may, at its discretion, provide funding to SPR for SPR programs and events to be implemented by SPR in Bell St. Park, Occidental Square, Pioneer Square and/or Westlake Park as mutually agreed upon by both Parties.
- iv. DBIA's responsibilities will include managing public requests for events and activities other than free speech events. DBIA shall only charge fees as set forth by and approved by SPR in the Fee schedule included in **EXHIBIT B**. DBIA shall not be required to pay any City permit fees during any activation and programming events sponsored by DBIA.
- v. DBIA will work with permit applicants to ensure their events and activities are appropriate for the applied-for park, comply with all applicable city policies, rules, laws, and regulations, and configured in such a way as to fit successfully within the overall operation of the park.
- vi. DBIA will maintain an electronic calendar for Bell St., Occidental Square, Pioneer Square, and Westlake Park that is accessible to SPR staff and provides accurate and detailed information about all scheduled events, programs, and activities, and allows for coordination with SPR's maintenance services. The calendar will indicate start and end times including set-up and take-down times if relevant, siting within the park, expected attendance, equipment, and other information that may be requested by SPR to allow SPR to manage maintenance, park ranger access and patrols, and free speech issues in a well-informed manner.

- vii. DBIA and SPR will work together to coordinate the permitting by DBIA of events and activities not related to free speech and the permitting by SPR of free speech events as described in **EXHIBIT B**.
- viii. Representatives of DBIA and SPR shall meet as may be requested SPR or DBIA to review DBIA's performance and SPR's service levels under this Agreement and discuss any problems or emerging issues.
- ix. DBIA and SPR will engage with human service and nonprofit social services organizations to prioritize human and wrap-around services to marginalized populations around the parks, delivering relevant services and activations to these populations (i.e., providing supply/care kits, informational hand-outs, connections to human services agencies) ensuring the parks are spaces for all while adhering to SPR park use rules.

DBIA will prioritize the inclusion of marginalized and underserved communities when planning programming, activating the Parks and representation on the program planning task force. DBIA will follow the WMBE including Plan (defined below) and carry out robust outreach and inclusion efforts with a goal of using contractors, vendors and concessionaires that reflect the diversity of the City and its Downtown community.

#### **B. Activation and Programming Services: First Amendment Activities Protected**

- i. SPR will regulate the permitting of, and maintain responsibility for, all free speech activities and events in Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park; and all events permitted through the Citywide Special Events Committee, in accordance with applicable City rules and regulations.
- ii. DBIA recognizes that Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park are traditional public forums for purposes of the First Amendment of the U.S. Constitution and Article 1, Section 5 of the Washington Constitution.
- iii. DBIA will comply with SPR instructions regarding any rules, policies or practices or actions of DBIA relating to free speech events occurring in the Parks. DBIA will follow all City policies, practices, rules and laws regarding the regulation of speech in City parks that are provided to DBIA by the City.
- iv. DBIA will immediately forward any formal and informal applications or requests for free speech activities or events to SPR.
- v. DBIA will work cooperatively with SPR and, at SPR's instruction, to accommodate free speech events and will provide SPR with clear and accurate information regarding time, location, equipment, and expected attendance for events and programming scheduled by DBIA so that SPR may determine whether the available space can accommodate a free speech event.
- vi. DBIA shall configure amenities and furniture in such a manner as to allow free speech events such as rallies and assemblies to occur safely.

- vii. In performance of all other services in the Partnership Agreement, DBIA agrees not to regulate or manage Expressive activity or other First Amendment activities in Bell St. Park, Occidental Square, Pioneer Square, Westlake Park. DBIA will be fully responsible, legally liable, and hold the City harmless for any First Amendment violations that the DBIA commits during performance of the Partnership Agreement.

### **C. Additional Services**

DBIA will provide the following additional services, including but not limited to:

- i. Providing at DBIA's discretion and own cost, new furniture and amenities to Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park necessary to support, promote, and facilitate any activation and programming services provided by DBIA. All new furniture and amenities added to the Parks by DBIA will comply with the principles and thresholds defined in **EXHIBIT C**.
- ii. Providing security services to protect property purchased by DBIA to ensure effective operation of programs and events.
- iii. Providing supervision and oversight services to ensure sufficient personnel and general staffing necessary to promote and support the effective operation of programs and events.
- iv. Developing, permitting, managing, and maintaining liability and responsibility for all of DBIA's activation, programming activities and DBIA's permitted activities and events at Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, which shall include without limitation:
  - a. Any damage, losses, or liability, in any form, arising from DBIA's conduct or omissions in performance of any terms and conditions of this Partnership Agreement, including all DBIA activation and programming activities at Westlake Park and Occidental Square,
  - b. Any damage, losses or liability, in any form, arising from the unlawful or negligent conduct of any DBIA permittee user at Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park;
  - c. Any damages, losses or liability, in any form, asserted by a DBIA Permittee against the City related in any way to a DBIA permitted event, or a DBIA activation and programming activity or event, occurring at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park;
  - d. DBIA shall require its Permittees for activation and programming to ensure the City is an additional insured as an insurance requirement of the DBIA permit, and that the user fully indemnifies the City for any act or omission by the DBIA permit user, and that the City is added as a third-party beneficiary to any DBIA permit for activation and programming at Westlake Park and Occidental Square.
- v. Including the SPR name and/or logo in all branding of the partnership. DBIA shall be authorized to develop event, programming, and social media collateral so long as said materials are consistent with a City-approved style guide for collateral materials which shall govern any branding of Bell St. Park,

- Occidental Square, Pioneer Square, and Westlake Park or the use of the City of Seattle or Seattle Parks and Recreation's name, logos, likeness or images. The City shall review and within three business days of receipt act on any requests to use marketing or collateral material that materially deviate from the approved style guide which will be updated at the end of the year in 2023.
- vi. Immediately correct any unsafe physical conditions to Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park that result from DBIA's performance of services under this Partnership Agreement, and notify SPR of any potentially unsafe conditions, as well as any potentially unsafe conduct that it observes.

#### **D. Additional Maintenance and Beautification to Support Activation and Programming**

- i. In accordance with **EXHIBIT A**, DBIA may, at its discretion and own cost, purchase, or fund the purchasing of temporary equipment and other non-capital assets including but not limited to installations, activation elements, kiosks, artworks, and signage to add to the beautification or enjoyment of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park DBIA shall not undertake any improvements, additions, alterations or changes to Bell St. Park, Occidental Square, Pioneer Square and/or Westlake Park or appurtenant facilities that fall outside the principles and thresholds defined in **EXHIBIT C** without the prior, written approval of SPR.
- ii. DBIA reserves the right to provide limited maintenance of any temporary installations or equipment purchased when added amenities and/or increased programming directly and specifically results in a greater need for maintenance beyond the current baseline described in **EXHIBIT D**, to the extent available, DBIA will provide funding to SPR to accomplish the necessary work, based on current labor protocols and service levels indicated in **EXHIBIT D**. This in no way relinquishes SPR from the duties of providing adequate service to Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, should the demand for these parks increase over time.
- iii. In addition, DBIA may hang banners, pick-up litter, replace garbage liners and wipe down furniture to support programming and activities if needed.
- iv. DBIA will participate in a site walk with SPR staff to identify maintenance and infrastructure needs to help guide a plan of action to address maintenance and infrastructure needs.
- v. DBIA may recommend changes to the basic look and design of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, including the location of benches, signs, and other permanent or semi-permanent features, which may generally be implemented by SPR to collaboratively implement this Agreement, provided any DBIA recommendations are consistent with the programming and aesthetic vision as outlined in **EXHIBIT A** and do not exceed the threshold of maintenance and beautification described therein.

#### **E. Report Outcomes and Assessment**

It is the responsibility of DBIA to define and measure success through a variety of communication tools, surveys or other professionally implemented mechanisms.

- i. DBIA will provide to the City an assessment of 25% for Women and Minority Owned Business Enterprises (WMBE) contracts, vendors and concessions, and will include actual outcomes in a bi-annual report.
- ii. DBIA will conduct culturally relevant outreach that is inclusive of historically underserved communities which include but are not limited to BIPOC, LGBTQ+, unhoused, specialized populations and low-income populations to ensure planning, community feedback, measurements and assessments of the activation and programming of the Parks, including the perspective of underserved communities in the area. DBIA will report the methods and outcomes in a bi-annual report to SPR.
- iii. DBIA will provide a bi-annual report to SPR on outcomes, measurements and assessments of activation and programming services, including, but not limited to, summary of programs and activities, detailed revenue costs and expenditures, community surveys or other feedback tools, and measurements to indicate the levels of participation in events and activities, and the average number of people in the park at any one given time.

#### **F. Community Organization Financial Commitment**

All funds raised and collected by DBIA under this agreement will be applied towards programming and activation of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, and will be subject to the Financial and Accounting Procedures set forth by SPR. The City shall temporarily assign to DBIA the City's right to collect revenues from permit fees and/or revenue generating activities occurring within Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park related to activation and programming activities, and limited authorization for DBIA to apply such revenues directly towards paying for or offsetting of DBIA's costs of performing activation and programming services within Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park. To the extent any revenues are collected by DBIA from permit fees and/or any revenue generating activities occurring within Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park (excluding revenue derived from sponsorships, pass-through payments of DBIA collections, contributions, donations and grants from other City or other public, private or nonprofit entities to DBIA) and remain unspent by DBIA at the time of the expiration or termination of this Agreement then all such revenues shall be remitted by DBIA to SPR within five business days of the expiration or termination of this Partnership Agreement.

- i. DBIA funding sources will meet a ratio of a minimum of three private sector dollars to every one public investment dollar for the duration of the contract and document in DBIA's financial reporting.
- ii. If necessary, DBIA will purchase from SPR any additional maintenance services needed in the Parks that are a direct and specific result of added

amenities and/or increased programming and that are above and beyond the baseline maintenance already provided by SPR, which is reflected in **EXHIBIT D** – Baseline Parks Maintenance for Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park.

- iii. DBIA will report to SPR on a bi-annual basis, the outcomes, measurements and assessments as set forth in **EXHIBIT E**, and include a detailed revenue, cost and expense report in a form acceptable to the City. If the Superintendent does not approve the bi-annual report, DBIA shall take all corrective action and submit a revised report to the Superintendent for review and approval.
- iv. DBIA and the City agree that the attached and incorporated **EXHIBIT D** establishes measurable levels of service that include maintenance, infrastructure repairs, the presence and enforcement actions of park rangers. Such levels shall reflect a “maintenance of effort” standard under which SPR’s support for functions and responsibilities reserved for it under this agreement represent not less than its commitment to other similarly situated, highly utilized or maintenance intensive SPR assets. Under no circumstances shall resources provided by or through DBIA result in or justify reductions in SPR’s support for its own functions and responsibilities. DBIA acknowledges that SPR maintenance and park ranger activities are budget-related and are subject to the City’s needs and funding limitations.
- v. DBIA will provide SPR with a copy of its parks-related financials as reported on DBIA’s yearly tax filings for 2023 through 2028, and as set forth below in the financial reporting requirements of this Agreement.

## **5. CITY’S RESPONSIBILITIES**

### **A. Ownership/Operational Services of Westlake Park and Occidental Square**

The ownership of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, including any pre-existing structures, buildings, equipment or improvements thereto or thereon, merchandise, maintenance equipment constructed or acquired by the City, or used by DBIA on behalf of the City (if applicable), and all alterations, additions or betterments thereto, shall remain with and be owned by the City. The ownership of all non-permanent amenities purchased by DBIA Services shall remain the property of DBIA unless otherwise agreed to by both Parties.

The City will:

- i. Provide funding over the next six years for the activation of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park through the Seattle Park District’s Center City Activation investment.
- ii. Continue to maintain all properties and to provide park rangers, as available.
- iii. Continue to permit free speech activity or events; and permit Citywide Special Events through the City of Seattle Special Events Committee, taking into consideration all comments and questions posed by DBIA to the Citywide Special Events Committee regarding Citywide Special Events in or around Occidental Square and Westlake Park.

- iv. Notify DBIA of requests for Citywide Special Events to occur in Bell St. Park, Occidental Square, Pioneer Square, and/or Westlake Park and, if so, seek counsel from DBIA regarding approval of these events. SPR will provide oversight and staffing as appropriate for Citywide Special Events (these are not to be responsibility of DBIA staff).
- v. Provide, or an approved third-party provider, a minimum of eight hours of Race and Social Justice training for all staff related to developing, implementing, or overseeing programming and activation of the Parks.
- vi. Continue SPR park concierge staffing in Pioneer Square to at least meet the 2022 staffing levels.

**B. The City's Collaborative Programming and Activation of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park**

- i. SPR will utilize DBIA Services in the role of permitting and scheduling activation and programming activities and events, except those related to free speech events at Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park. SPR will immediately forward all requests for event permits in Bell St. Park, Occidental Square, Pioneer Square, and/or Westlake Park, except free speech events, to DBIA.
- ii. In the event SPR receives complaints regarding the performance of DBIA staff, the Parties shall appoint representatives to meet and confer on strategies for improving staffing and/or customer service.

**C. City's Operations of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park**

SPR will continue to provide the following operational services currently provided in Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park, as defined in **EXHIBIT D**, and including without limitation:

- i. Cleaning the Parks daily and maintaining basic infrastructure as described in **EXHIBIT D**.
- ii. Prioritizing Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park in providing park rangers on a dedicated schedule, for a uniformed and positive presence and commitment to deterring Parks Code violations through education, diplomacy, trespass warnings and collaboration with the Seattle Police.

**6. PAYMENT**

Total compensation by the City to DBIA under this Agreement shall not exceed one million six hundred twelve thousand five hundred dollars (\$1,612,500), unless modified by a written amendment to this Agreement, and at all times subject to Seattle City Council approval and authorization of the available City funds.

SPR will in good faith request to the Seattle City Council in its annual budget the anticipated funding levels set forth below to fulfill the commitments set forth in this Agreement. Anticipated funding levels for this Agreement are illustrated on the chart below.

Anticipated Funding Levels	2023	2024	2025	2026	2027	2028	Total
	\$325K	\$287,500	\$250K	\$250K	\$250K	\$250K	\$1,612,500

It is the City's intent to compensate DBIA under this Agreement in the amount set forth in the illustrative anticipated funding levels chart above, subject to Seattle City Council approval and authorization of the available funds annually under the Seattle Park District's Center City Activation investment and City budgets, which shall at all times remain at the City Council's sole discretion.

Notwithstanding the foregoing, in performance of the terms and conditions of this Agreement, DBIA will be compensated in a lump sum amount of half of the year funding amount by the City within 15 working days of the Effective Date of this Agreement, with the remaining half of the funding amount to be paid to DBIA in September of the funding year, following receipt and SPR's approval of DBIA's Bi-Annual Report which shall be due to SPR on September 1. Thereafter, if authorized and appropriated by City Council, DBIA will be compensated annually in two equal lump sum payments for all rates, expenses, costs, and any other permitted amounts incurred by DBIA to provide the activation and programming services for the Parks, upon receipt and SPR's approval of DBIA's Bi-Annual Reports. The 2023-2028 Bi-Annual Report dates shall be due the first business days of the months of March and September respectively. All work related to completing the Scope of Work referenced in **EXHIBIT A** which was performed by DBIA for this Partnership Agreement prior to the mutual execution of this Agreement is hereby retroactively ratified and eligible for reimbursement by the City, subject to SPR's review and approval of invoices submitted by DBIA, and in accordance with all other applicable terms and conditions in this Agreement.

## **7. TAXES, FEES, AND LICENSES**

DBIA shall pay and maintain all applicable fees, licenses, assessments, permit charges and other business charges and requirements to perform the professional services in this Agreement. Each party will be responsible for payment of any applicable taxes owed by it and arising from this Agreement. As authorized by Seattle Municipal Code (SMC), the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes, fees, licensures and other permit and business charges due to the City.

## **8. ACCEPTANCE AND TRANSFER**



DBIA shall keep and maintain in good, operable, usable, and sanitary order and repair all amenities, facilities, and aspects of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park that DBIA utilizes while providing activation and programming services. Upon termination or expiration of this Partnership Agreement, all employees, and agents of DBIA shall vacate the premises of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park in a condition substantially similar to that described in the SPR Walk-Through Report as documented in **EXHIBIT F**, excepting normal and reasonable wear and tear. DBIA shall have no further rights or duties thereon, except to ensure and organize a proper transfer of the premises, SPR-owned equipment and property, records, all inventories, and funds or revenues (if applicable) of Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park back to the City. DBIA will maintain a current list of publicly recognized sponsors, vendors, and Permittees of programming and activation services at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park and surrender such to the City upon transfer.

## **9. COMPLIANCE WITH LAWS**

DBIA, at no expense to the City, shall comply with all laws of the United States and the State of Washington, the Charter and ordinances of the City of Seattle, and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, DBIA shall comply with the requirements of this Section.

- i. Public access: Bell St. Park, Occidental Square, Pioneer Square, and Westlake Park shall remain public property, with public access governed by applicable City rules, policies and laws, and nothing in this Agreement shall affect or limit the nature of open and public access to Bell St. Park, Occidental Square, Pioneer Square and Westlake Park. DBIA shall comply with all City, state and federal laws and regulations including all aspects of the Parks Code and the Department of Construction and Inspections Sign Code, including codes pertaining to off-premises advertising.
- ii. DBIA shall obtain all required permits or licenses from the appropriate regulatory agency before undertaking any regulated activity.

## **10. NONDISCRIMINATION**

DBIA will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be a material breach of the Partnership Agreement.

DBIA shall comply with the Americans with Disabilities Act 2010 Standards for accessible design, which in addition to existing federal, state, and City non-discrimination laws, extends the same civil rights protection to persons with disabilities,

which have already been granted on the basis of race, color, religion, sex, age and national origin requirements.

DBIA shall also make every reasonable effort to increase public awareness and sensitivity to persons with disabilities. Among other things, DBIA shall:

- i. Provide advance notification of public meetings regarding its programs with statement "accommodation for persons with disabilities upon request."
- ii. Hold public meetings in accessible locations when practical and accommodation is requested.
- iii. Provide alternate forms of communication if requested.

## **11. INSURANCE**

### **A. Evidence of Insurance**

Prior to the commencement of this Partnership Agreement and at no expense to SPR, DBIA shall secure and maintain during the term of this Partnership Agreement policy or policies of insurance as enumerated below. Evidence of such insurance shall be delivered to the address shown in this Agreement. Said policy(ies) (1) shall be subject to approval by the City's Risk Manager as to Company, Form and Coverage, and primary to all other insurance the City may secure, and (2) must protect the City from any negligence claims in connection with any activity performed by DBIA by virtue of this Agreement or any use and occupancy of the SPR facilities authorized under the Partnership Agreement.

### **B. Commercial general liability insurance**

A policy of Commercial General Liability Insurance, written on an occurrence form, including all the usual coverages known as:

1. Premises/Operations Liability,
2. Products/Completed Operations,
3. Personal/Advertising Injury,
4. Contractual Liability,
5. Owners and Contractors Protective Liability, and
6. Stop Gap or Employers Contingent Liability.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage –  
\$1,000,000 each occurrence  
\$1,000,000 annual aggregate

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager.

## C. Requirements

Coverage and/or limits may be altered or increased as necessary, by agreement of the Parties. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the Agreement. The following documents must be provided as evidence of insurance coverage:

- i. Declarations: A copy of the policy's declarations pages, showing the policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
- ii. Required Separation of Insured Provision and Endorsement; Cross-Liability Exclusion and other Endorsements Prohibited: DBIA's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. DBIA shall provide the City a copy of the endorsement naming the City of Seattle as an Additional Insured, showing the policy number and signed by an authorized representative, on Form CG2026 (ISO) or comparable. A copy of the "Endorsements Form" to the policy that shows endorsements issued on the policy, and which include any company-specific or manuscript endorsements. A copy of an endorsement stating that "The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle."

DBIA's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under DBIA's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. DBIA's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. DBIA's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by DBIA or reduced and/or offset against the Contract.

#### **D. Business automobile liability insurance**

When a vehicle is used on SPR property under this Agreement then a policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles is required. Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage:  
\$1,000,000 per person  
\$1,000,000 per occurrence

#### **E. Worker's COMPENSATION INSURANCE**

A policy of Worker's Compensation to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Such workers' compensation and occupational disease requirements shall include coverage for all employees suffering bodily injury (including death) by accident or disease, which arises out of or in the connection with the performance of this Agreement.

#### **F. Rating & City approval**

All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A- or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

#### **G. Changes In Insurance Requirements:**

The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Community Group. Should Community Group, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement.

### **12. FINANCIAL AND ACCOUNTING PROCEDURES/BUSINESS RECORDS**

#### **A. Accounting Procedures**

DBIA shall employ a method of accounting for all the funds, permit fees, revenues and expenses in connection with the activation and programming services of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park that correctly and accurately reflect the gross receipts and disbursements received or made by DBIA for performance under this Agreement in a separate and wholly segregated account.

- i. DBIA shall establish and implement adequate internal controls for this operation and all cashiering and cash handling that comply with GAAP, and with the City's cash handling policies to be provided by SPR prior to the execution of this Agreement.
- ii. The method of accounting, including bank accounts, established for the operation shall be separate from the accounting system used for any other business operated by DBIA.

#### **B. Monthly Reports and Transactions**

- i. DBIA shall provide to the City a Bi-annual Report of the previous six-month transactions that includes year-to-date, and income statement, as defined in **EXHIBIT E**.
- ii. As requested by the City, DBIA shall provide a copy of every bank deposit slip and a copy of every credit card batch settlement for the previous month(s), and a revenue report that separates the revenue by category and source approved by the City (excluding revenue derived from sponsorships, pass-through payments of DBIA collections, contributions, donations and grants from other city or other public, private or non-profit entities to DBIA).
- iii. After review of the above items, the City may request additional reports that detail previous transactions related to the activities described in this Agreement.

#### **C. Types of Business Records**

DBIA shall keep and store within the city limits of Seattle, Washington the following records and documents:

- i. Regular books of account such as general ledgers;
- ii. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
- iii. Sales tax returns and checks and other documents proving payment of sums shown;
- iv. Cash register tapes or computerized records for the identification of day-to-day sales; Logs showing the dates and times of programming activities and events that generated revenue; and
- v. Any other accounting records that the City, exercising reasonable discretion, deems necessary for proper reporting of receipts.
- vi. All books and records related to the activities performed pursuant to this Agreement will be turned over to the City after three years for retention in City archives, in City-authorized storage boxes with a completed City archival form attached to each box as required by the City Archivist.

#### **D. Annual Financial Statements**

The City may request and DBIA shall provide to the satisfaction of the City audits of financial statements related to the activities performed pursuant to this Agreement.

## **E. Public Records**

All information obtained in connection with the City's inspections of the records or audits and all information submitted to the City may be or become subject to public inspection and/or reproduction as public records.

## **13. AUDIT**

Upon the City's request and with 10 days' notice, DBIA shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. DBIA agrees to comply with the City's examination of all applicable records, inspection, and verification rights, and/or audit requirements related to DBIA's performance of this Agreement. This includes work of DBIA, any subcontractor, or any other person or entity that performed connected or related Work. Such books and records shall be made available at all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington, or other reasonable locations that the Agency selects. DBIA shall supply or permit the Agency to copy such books and records. DBIA shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONTRACTOR**

The relationship of DBIA to the City due to this Agreement shall be that of an independent contractor and not a City employee. Neither DBIA nor any of DBIA's employees or contractors performing services under this Agreement shall be an employee of the City. Except as set forth in this Agreement, the City has neither direct nor immediate control over DBIA nor the right to control the manner or means by which DBIA works. This Agreement prohibits DBIA to act as an agent or legal representative of the City. DBIA is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment with DBIA. If the City needs DBIA to work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose. If DBIA works on the City premises using City equipment, DBIA remains an independent contractor and does not function as a City employee.

## **15. ASSIGNMENT AND SUBCONTRACTING**

DBIA shall not assign its obligations under this Agreement. DBIA shall not subcontract its obligations under this Agreement without the City's written consent, which may be granted in the City's sole discretion but shall not be unreasonably withheld. Any

subcontract made by DBIA shall incorporate by reference this Agreement, except as otherwise provided. DBIA shall ensure that all sub consultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release DBIA from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

## **16. CITY CODE AND ETHICAL STANDARDS**

DBIA shall promptly notify the City in writing of any person who is expected to be a DBIA worker (including any DBIA employee, sub consultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

DBIA shall ensure compliance with the City Ethics Code by any DBIA worker when the Work or matter related to the Work is performed by a DBIA worker who has been a City officer or employee within the past two years.

DBIA shall provide written notice to the City of any DBIA worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for DBIA and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. DBIA shall advise their workers of this requirement.

DBIA shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to DBIA. Promotional items worth less than \$25 may be distributed by DBIA to City employees if DBIA uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **17. NO CONFLICT OF INTEREST**

DBIA confirms that DBIA and its workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in DBIA selection, negotiation, drafting, signing, administration or evaluation of DBIA's work. As used in this Section, the term DBIA includes any worker of DBIA who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **18. INTELLECTUAL PROPERTY RIGHTS**

## A. Copyrights

DBIA shall retain the copyright (including the right of reuse) to all materials and documents prepared by DBIA for the work, whether or not the work is completed. DBIA grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use, copy and distribute every document and all the materials prepared by DBIA for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

## B. Patents

DBIA assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, DBIA does not convey to the City, nor does the City obtain, any right to any document or material utilized by DBIA created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that DBIA has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, DBIA grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the pre-existing material, but only as an inseparable part of the work.

The City may make and retain copies of such documents for its information and reference with their use on the project. DBIA does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

## 19. CONFIDENTIALITY

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. DBIA must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle's process for managing records.

### A. Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)



DBIA must determine and declare any materials DBIA may want exempted (redacted), and that DBIA believes are eligible for redaction. This includes but is not limited to DBIA's contract materials and work products.

## **B. Contract Work Products**

If DBIA wishes to assert exemptions for DBIA'S contract work products, DBIA must notify SPR at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. DBIA may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria DBIA is relying upon.

## **C. City's Response to a Public Records Act Requests**

The City will prepare two versions of DBIA's materials:

- i. Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and materials or text DBIA identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to DBIA.
- ii. Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions DBIA identified. The Limited Redaction will be released only after DBIA is provided "third party notice" that allows DBIA the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records DBIA believe are not subject to disclosure.
- iii. If any requestor seeks the Limited Redacted or original versions, the City will provide DBIA "third party notice", giving ten business days to obtain a temporary restraining order while DBIA pursues a court injunction. A judge will determine the status of DBIA's exemptions and the Public Records Act.

## **20. DISPUTES**

Any dispute or misunderstanding that may arise under this Agreement, concerning DBIA's performance, shall first be through negotiations, if possible, between DBIA's Senior Manager, Public Space Operations & Events, and the City's Center City Parks Manager. It shall be referred to the Director of Partnerships and Strategic Outreach and DBIA's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to

terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require DBIA to correct such work prior to the City payment. The City will provide to DBIA an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if DBIA provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. In the event that any dispute cannot be resolved through negotiations, venue for any litigation arising out of this Agreement shall be in King County Superior Court.

## **21. INDEMNIFICATION**

DBIA releases and shall defend, indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of DBIA's performance or nonperformance of the services to be provided under the Partnership Agreement attributable to the acts or omissions, willful misconduct, or breach of the Partnership Agreement by DBIA, or DBIA's sub consultants, servants, agents, officers or employees. This obligation to defend and indemnify the City also extends to any claims of discrimination, retaliation, harassment, and all other employment-related claims arising from the conduct of any DBIA agent or employee. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, DBIA waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. DBIA acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract amount reflects this negotiation. For any claims caused by or resulting from the concurrent negligence of the City and DBIA, DBIA only shall be obligated to defend and indemnify the City to the extent of DBIA's negligence. DBIA shall have no obligation to defend or indemnify the City for any claims caused by or resulting from the City's sole negligence.

DBIA shall defend and hold the City harmless for all claims made against the City for any violations of the First Amendment of the U.S. Constitution or Article 1, Section 5 of the Washington Constitution, related to restrictions imposed by DBIA on an applicant for a free speech event that are not approved in advance by the City or that arise out of DBIA's performance or nonperformance of the services to be provided under this Partnership Agreement. Upon the receipt of or service on the City of any such claim, lawsuit, demand or any other such complaint based on such restrictions imposed without SPR's approval, the City may tender the defense to DBIA. Upon the tender of such defense, DBIA shall vigorously and thoroughly prosecute such defense on the City's behalf. DBIA shall be responsible for and shall pay all amounts incurred by the City as a result of any such claim, lawsuit, demand or any other such complaint, including, but not limited to, the amount of any judgments, costs, fines, damages and attorneys' fees charged against the City. DBIA shall have no obligation to defend and hold the City harmless from any claims arising out of (i) the City's regulating, permitting and responsibility for Expressive Activity

and/or Free Speech Activities or Events; and (ii) City's maintenance and/or capital construction as set forth in this Agreement.

The indemnification provisions shall survive any termination or expiration of the Partnership Agreement.

## **22. TERMINATION**

### **A. For Cause**

The City may terminate the Agreement if DBIA is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.

### **B. For Reasons Beyond Control of Parties**

Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout, or lockout, except labor disputes involving DBIA's own employees, sabotage, or superior governmental regulation or control.

### **C. For Convenience**

The City or DBIA may terminate this Agreement without cause and including the Party's convenience, upon thirty (30) days written notice. To the extent DBIA exercises termination for convenience it shall ensure strict compliance with all provisions in this Agreement including without limitation the financial and measurement responsibilities of DBIA in **Section 4.F. Community Organization Financial Commitment**, and the financial and accounting procedures set forth in **Section 12 Financial and Accounting Procedures/Business Records**, of this Agreement.

### **D. Notice**

Notice of termination under this Section shall be given by the party terminating this Agreement to the other not fewer than thirty (30) business days prior to the effective date of termination.

### **E. Actions upon Termination**

If termination occurs through no fault of DBIA, DBIA shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. DBIA agrees this payment shall fully and adequately compensate DBIA and all sub consultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

## **23. AGREEMENT ALTERATIONS AND AMENDMENTS**

DBIA and the City agree that the Partnership Agreement (as defined in the Recitals to this Agreement), including all terms and conditions therein, shall be rescinded and substituted with this Agreement, which covers the same subject matter and obligations and responsibilities between the Parties for the activation and programming services for Bell St. Park Occidental Square, Pioneer Square, and Westlake Park. DBIA and the City agree that upon the mutual execution of this Agreement by the Parties and the approval and authorization by ordinance by the City of Seattle City Council, this Agreement shall become effective and shall wholly supersede, substitute, and replace the Partnership Agreement.

The parties acknowledge and agree that this Agreement and the attached and incorporated Exhibits sets forth the entire understanding and complete agreement between DBIA and the City, and all prior or contemporaneous agreements, undertakings, communications, or representations of the parties with respect to the subject(s) contained herein this Agreement are null and void. No changes to provisions, price, quality, or Scope of Work, or the Exhibits attached to this Agreement will be effective without the written consent of both parties. 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.

#### **24. APPLICABLE LAW**

This Agreement shall be construed and interpreted under the laws of the State of Washington. The venue of any legal action or claim brought under this Contract shall be in the Superior Court for King County.

#### **25. SECTION HEADINGS, AND SUB-HEADINGS, INCORPORATED DOCUMENTS/EXHIBITS AND ORDER OF PRECEDENCE**

The headings used herein are inserted for convenience only and do not define or limit the contents. No verbal agreement or conversation between any officer, agent, associate or employee of The City and any officer, agency, employee or associate of DBIA prior to the execution of this Agreement shall affect or modify any of the terms or obligations in this Agreement. The following documents are incorporated by reference into this Agreement. Where there is conflict or gap among these documents, the controlling document will be resolved in the following order of precedence:

- A. Applicable federal, state and local statutes, laws and regulations;**
- B. This Agreement;**
- C. All Exhibits to this AGREEMENT including:**
  - i. Exhibit A – DESIGN PALLET, ACTIVATION AND PROGRAM SCOPE OF WORK AND BUDGET
  - ii. Exhibit B – PERMITTING PROTOCOLS INCLUDING ALLOWABLE FEES AND CHARGES
  - iii. Exhibit C – PRINCIPLES AND THRESHOLDS TO GUIDE IMPROVEMENTS
  - iv. Exhibit D – SPR BASELINE MAINTENANCE SERVICE LEVELS

- v. Exhibit E – REPORTING COMMITMENTS
- vi. Exhibit F – PROPERTY DESCRIPTION, CURRENT CONDITIONS, AND MAPS OF BELL ST. PARK, PIONEER SQUARE PARK, WESTLAKE PARK, AND OCCIDENTAL SQUARE
- vii. Exhibit G – Bell Street MOA
- viii. Exhibit H – Ord. 123027 Authorization from Seattle Department of Transportation to Seattle Parks and Recreation

## 26. NOTICE

All notices under this Agreement shall be delivered to the following, addresses (or such other addresses as either party may designate in writing):

Contact for DBIA is:		Contact for the City is:	
<b>Name:</b>	Jennifer Casillas	<b>Name:</b>	Christopher Williams
<b>Address :</b>	1809 7 <sup>th</sup> Ave #900	<b>Address :</b>	100 Dexter Ave North
<b>City, State, Zip:</b>	Seattle, WA 98101	<b>City, State, Zip:</b>	Seattle, WA 98109
<b>Phone:</b>	206-623-0340	<b>Phone:</b>	206-684-4136
<b>Fax:</b>		<b>Fax:</b>	
<b>Email:</b>	jenniferc@downtownseattle.org	<b>Email:</b>	Christopher.williams@seattle.gov

## 27. MISCELLANEOUS PROVISIONS

### A. Binding Agreement

This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.

### B. Remedies Cumulative

Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

### **C. Captions**

The titles of sections or subsections are for convenience only and do not define or limit the contents.

### **D. Severability**

If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

### **E. Waiver**

No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by DBIA after the time the same shall have become due nor payment to DBIA for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

### **F. No personal liability**

No officer, agent or authorized employee of the City or DBIA shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

### **G. Inspections**

The City may conduct both scheduled and unscheduled inspections of Bell Street Park, Occidental Square, Pioneer Square and Westlake Park without interrupting the activation and programming services. The City shall retain a written report of such inspections for reference and a copy of the report shall be forwarded to DBIA where an issue arises.

### **H. Organization and Authority**

As of the date of this Agreement and thereafter, DBIA hereby represents and warrants that (a) it is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Washington and is qualified to do

business in Washington State, and has all requisite power and authority to conduct its business and own its property utilized under this Agreement, (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement, (c) the execution, delivery and performance by DBIA under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by DBIA, and (d) this Agreement constitutes the legal, valid and binding obligation of DBIA and is enforceable against DBIA in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the rights of creditors generally.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached, incorporated, and made a part, the parties have executed this Agreement by having legally binding representatives affix their signatures below.

**DBIA SERVICES**  
**A Washington State Non-Profit**  
**Corporation**

By\_\_\_\_\_

Signature

Date

Jon Scholes  
President/CEO, DBIA Services

**CITY OF SEATTLE**  
**Seattle Parks and Recreation**

By\_\_\_\_\_

Signature

Date

Anthony-Paul (AP) Diaz, Esq.  
Superintendent,  
Seattle Parks and Recreation

**City of Seattle Business License Number:** 529711

**Washington State Unified Business Identifier Number (UBI):** 601 958 851



## **EXHIBIT A**

### **Scope of Work**

As described below, DBIA shall provide activation and programming services, for, and on behalf of SPR, related to activation and programming of Bell St., Occidental Square, Pioneer Square and Westlake Park to ensure free, open, and public access to the public properties and to achieve the objectives cited in Section 3 of this Agreement.

The activation and programming of downtown parks is a key component of the success of this Agreement, for it is through regular, daily programming that people begin to perceive the parks as increasingly safe, welcoming, and vibrant urban spaces. This activity attracts even greater numbers of people, continuing the virtuous cycle, and helping improve overall park vitality.

DBIA places a high priority on designing programs and activations that are free and open to the general public – ensuring that the events and activities can be enjoyed by all and lead to increased positive public use of these urban parks. The vast majority of programming and activations will be designed with this goal in mind.

For organizational purposes and added clarity, the majority of DBIA's proposed programming and activations will fall within four categories:

- Park Amenities
- Health & Fitness
- Youth & Family
- Arts & Culture

#### **Improved Park Amenities**

Food Trucks	Continue successful food truck service where possible in the parks based on pedestrian traffic, programming schedule, neighborhood businesses, etc. When food trucks visit the parks on a regular basis, visitors can enjoy more affordable and culturally diverse food options in Downtown Seattle.
Plantings	Continue to partner with SPR, and "Friends of" groups on maintaining an increased number of beautiful plantings in the parks. Parks, especially in dense urban areas, can be sites of relaxation and respite. Plant beautification and increased greenery will be an important aspect to increasing diversity of park uses.
Furniture	Continue use of outdoor furniture in parks and introduce new furniture as needed. This colorful furniture helps to increase the number of people visiting the parks and adds to the parks' vibrancy.

#### **Health & Wellness**

Parks are typically viewed as locations for physical activity, play and relaxation. DBIA will provide health and fitness programming to increase opportunities for physical use of the parks, given space limitations and the increasingly dense surrounding environment, examples include:

Fitness            Host free fitness classes and athletic events  
Classes

Active Play      Coordinate appropriate and creative use of the space for active play with community and neighborhood organizations to encourage the use of these public spaces for play and exercise.

Table             Continue ping-pong, foosball tables, etc. for active play in the limited space;  
Games            continue to organize tournaments.

### **Family & Youth**

Increasing the number of park visitors, especially women and children, is a primary goal of the proposed activation and programming. As increasing numbers of women and children use the parks, they will be perceived as safer and more welcoming public spaces, examples include:

#### Children's Programs and Amenities

Continue several of developed partnerships with various local organizations to offer free children's programming in the parks, including games and hands-on learning opportunities.

Hold children's programs throughout the year, in recognition of the fact that Downtown has the largest concentration of day care facilities in the City. Coordinate program offerings with those organizations, and support children living Downtown with fun, inviting and active parks to visit.

Host story time. Learning sessions, games and appropriate amenities that are kid friendly.

#### Children's Play Areas

Continue to care for the children's play areas in Occidental Square and Westlake Park.

#### Holiday Programs

Continue to bring family-friendly holiday programming to the parks to create festive holiday destinations in the City.

### **Arts & Culture**

#### Music Program

Continue scheduling local musicians to perform in the parks, including buskers and larger concerts.

### Arts Organizations

Continue to partner with local arts organizations to provide free programming. Strive to provide diverse arts programming, including film, music, visual art, performance, etc. This will include seasonal rotating art installations.

### **Ensuring Appropriate Park Use**

As part of the current park activation agreement, DBIA has worked hard to ensure that planned installations or events are appropriate to the size and footprint of each park, Bell St., Occidental Square, Pioneer Square and Westlake Park.

DBIA will work closely with permittees on developing their park programming and event plans. DBIA has developed permit forms and park maps that permittees are required to complete. This ensures that a planned event's footprint remains appropriate to the parks.

### **Engagement & Inclusion Plan**

Community engagement and broad inclusion is critical to ensuring the long-term success of this project.

Seattle Parks and Recreation (SPR) has long worked to make Downtown's public spaces welcoming to everyone, especially underserved and marginalized communities. This is very much in keeping with DBIA's mission and DBIA is committed to continuing to make the parks welcoming to everyone.

DBIA recognizes the need to engage different communities, especially underserved ones, around parks activation and programming. Collaboration is required to achieve the shared goal of safe, welcoming, and vibrant urban public spaces in Downtown. Different communities have unique knowledge and valuable experience to add to the stakeholder discussions.

DBIA will ensure strong levels of community outreach and engagement throughout the process by:

- Strengthening existing relationships with a wide variety of Downtown stakeholders, including human service providers and cultural organizations;
- Developing new relationships within the Downtown community through ongoing meetings and other engagement opportunities;
- Establishing the Urban Parks Partnership Advisory Committee which will be comprised of a wide variety of community members;
- Directly engaging with underserved park visitors through outreach; and,
- Using technology to ensure wide variety of frequent stakeholder input.

## **Proposed Methods for Community Engagement**

### Direct Engagement and Support

It is essential that our parks be safe and welcoming to all, and this means including partners early and throughout the planning process. DBIA will further develop relationships with a diversity of community members through collaboration, outreach, and human service support, as well as using technology to get a wide range of input from the Downtown community.

Throughout the partnership with SPR, DBIA has made it a priority to engage Downtown's community stakeholders in the activation and programming of the parks. DBIA engaged many stakeholders, including, but not limited to, Pike Place Market, Path with Art, Union Gospel Mission, the Downtown Residents Council, Downtown District Council, Pike-Pine Retail Task Force, and local institutions such as the Seattle Art Museum, Benaroya Hall, the University of Washington, Friends of Waterfront Seattle, Seattle Aquarium.

A primary means of direct engagement has been through the Metropolitan Improvement District's (MID's) ambassadors. The ambassador teams make regular contact with homeless individuals in the parks, and others in need who use the parks for relaxation and recreation. Moreover, DBIA has actively sought feedback from human services organizations about how to make programming more accessible for underserved populations.

Throughout the partnership with SPR, in addition to providing daily outreach DBIA ambassadors have been able to connect several people to housing and to other human services. Additionally, the ambassador team works closely with many local service agencies and collaborates efforts in helping others.

### Using Technology

Technology will allow DBIA to gain a wide variety of stakeholder input throughout the park's agreement, as well as support the program evaluation process. DBIA will conduct regular surveys to gather park visitor feedback and obtain input for future programming. These surveys will be available online (hosted on the Downtown Seattle Association website), as well as administered in-person to ensure feedback from a wide range of audiences, especially for those without access to computers.

### Developing Programming for Underserved Communities

DBIA established strong relationships with the diverse Downtown stakeholders ranging from the human services community to arts and cultural organizations. DBIA values these partnerships and has engages with a variety of groups to provide programming that appeals to communities of all socioeconomic backgrounds.

DBIA has partnered with *Path with Art*, an arts organization for homeless/formerly homeless individuals to learn and explore different artistic mediums in a park setting, the Union Gospel Mission, Mary's Place and more. DBIA will continue similar programs

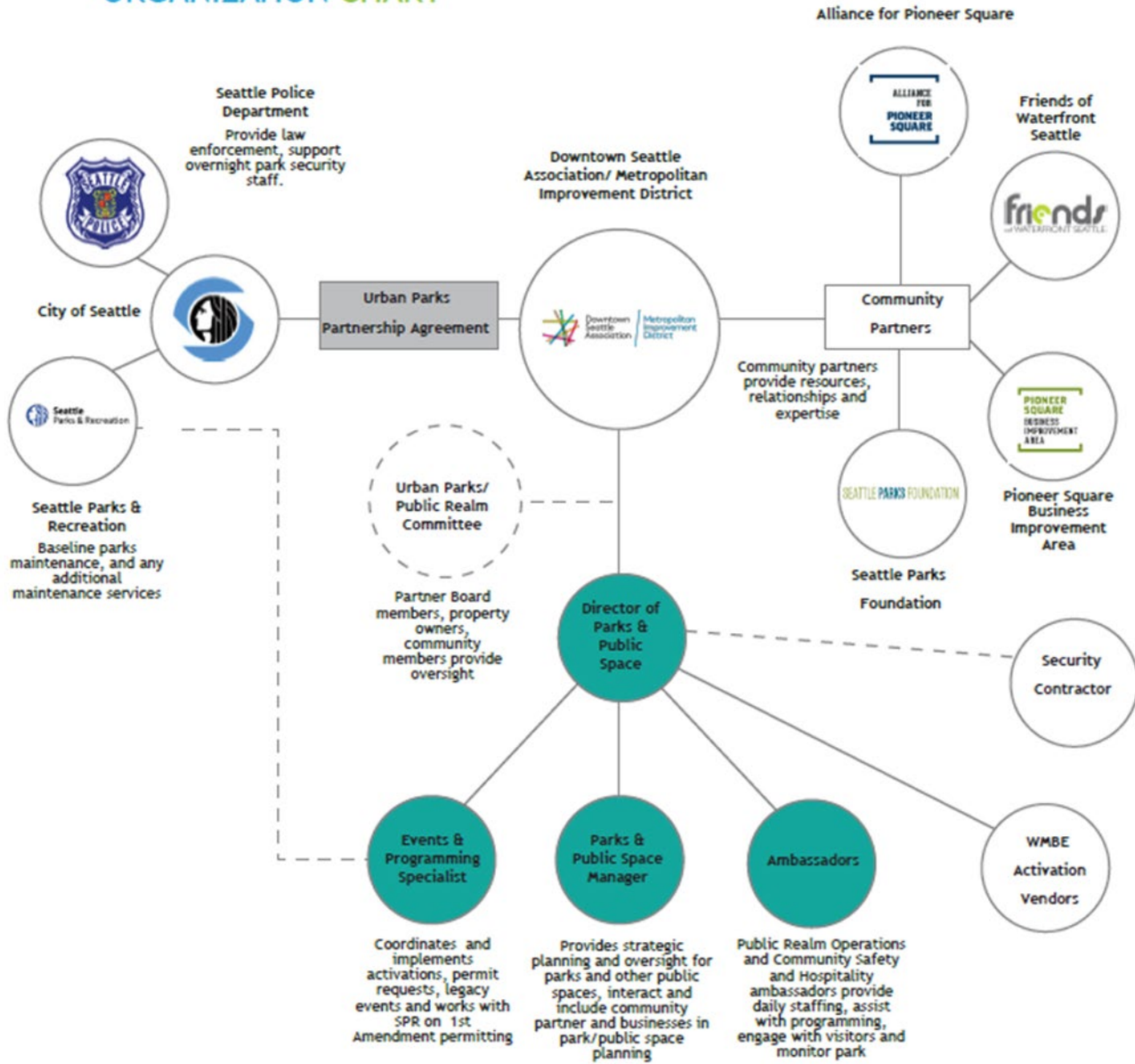
and partnership and provide additional culturally diverse programming and activations. Additionally, the food trucks program and music programs specifically have allowed many minority and women-owned businesses to serve a large population of park visitors. DBIA seeks to bring even more cultural programs into the parks.

#### Strengthening Community Connections

DBIA has played an important role in the Downtown community for decades and will bring together a wide range of Downtown stakeholders to support this effort. DBIA's partnership with the Alliance for Pioneer Square, Friends of Waterfront Seattle and the Seattle Parks Foundation, in addition to its ties with Downtown's human service providers, offers DBIA a diverse range of expertise and local community knowledge that can also help support diverse programming.

Through continued, intentional engagement with local neighborhood and community groups, cultural organizations, human service providers, and park users, DBIA will effectively serve a wide range of interests and continue to make these urban public spaces welcoming to all.

## ORGANIZATION CHART



## Budget (2023-2028)

**Figure 1** is the anticipated Urban Parks Partnership budget for 2023-2028. Staffing these public spaces daily is a core activity and strategy of this Agreement. DBIA believes that having these public spaces properly staffed is necessary to changing perceptions of safety, creating welcoming spaces, and protecting the significant investments being made in the parks. Nearly 40 percent of the proposed expenses will be directed toward daily programming and activation.

DBIA, and its partnering organizations, have already made significant financial commitments toward programming and activating Westlake Park and Occidental Square. This base level of funding will continue for the duration of the Agreement.

**Figure 2** highlights the anticipated funding sources over time. Partner funding will remain a significant, stable source of funding throughout 2023-2028. Future funding is contingent on Park District budget and/or City Council appropriations.

**Figure 1: Anticipated Urban Parks Partnership Budget (2023-2028)**

	2023	2024	2025	2026	2027	2028
Public Funding	\$325,000	\$287,500	\$250,000	\$250,000	\$250,000	\$250,000
MID	\$909,116	\$1,018,597	\$1,230,652	\$1,408,960	\$1,493,207	\$1,579,593
Partner Support/Philanthropy	\$200,000	\$200,000	\$100,000	\$0	\$0	\$0
Earned Income	\$70,000	\$73,500	\$77,175	\$81,034	\$85,085	\$89,340
Sponsorship	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814	\$67,005
<b>TOTAL INCOME</b>	<b>\$1,556,616</b>	<b>\$1,634,722</b>	<b>\$1,715,708</b>	<b>\$1,800,769</b>	<b>\$1,892,106</b>	<b>\$1,985,938</b>
Events & Programming Expense	\$542,101	\$569,206	\$597,667	\$627,550	\$658,928	<b>\$691,874</b>
MID Staffing (Ambassadors, Management)	\$926,520	\$972,846	\$1,021,488	\$1,072,563	\$1,126,191	\$1,182,500
Overnight Security	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814

Admin, Overhead, and Storage	\$37,995	\$40,170	\$41,428	\$42,775	\$46,212	\$47,750
<b>TOTAL EXPENSE</b>	<b>\$1,556,616</b>	<b>\$1,634,722</b>	<b>\$1,715,708</b>	<b>\$1,800,769</b>	<b>\$1,892,106</b>	<b>\$1,985,938</b>
<b>NET INCOME</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



## **Staffing and Management Plan**

### **Core Public Space Activation Staff**

Effectively operating Bell Street, Pioneer Square, Occidental Square and Westlake parks requires significant staff resources. Staff presence in the parks is critical to improving perceptions of safety and making the parks more welcoming. DBIA has staff who are devoted toward scheduling, permitting, implementing and staffing the various programs and activations.

These staff will be primarily focused on implementing the Urban Parks Partnership agreement. All will be trained in WMBE procurement and advocacy processes, as well as receive training on providing effective outreach to Downtown's underserved communities.

### **Director, Parks and Public Space**

This director will be responsible for overseeing successful implementation of the Urban Parks Partnership agreement and overseeing all park activation staff, coordinates marketing and promotion efforts and manages park budgets. The director is the primary liaison to SPR.

### **Senior Manager, Parks and Public Space Programming**

This manager will oversee strategy and selection of programming for select parks and other various public spaces. The manager ensures that park ambassadors (and permittees) successfully implement daily activations and programs.

### **Senior Specialist, Events and Programming**

This specialist will be responsible for coordinating park programming and park permits, while working closely with Seattle Parks and Recreation (SPR) to ensure that the parks are used for public enjoyment as well as 1<sup>st</sup> Amendment-related activities. This specialist will maintain an electronic calendar for Bell Street, Pioneer Square, Occidental Square and Westlake parks that is accessible to SPR and that provides accurate and detailed information about scheduled events and activities.

### **Ambassadors**

DBIA utilizes three ambassador teams to provide services in the parks during operating hours throughout the year. Ambassadors will serve as key points of contact with the public, and will help ensure the parks are clean, safe and welcoming to all.

### **Contract Security Partner**

- **Third-Party Security** – To help ensure the Downtown parks are safe and welcoming for all, DBIA employs a third-party security company to provide

officers for support in the parks. The security staff is in regular contact/ coordination with the public space activation team.

## **Outreach**

- **MID Outreach**– Many of the DBIA ambassadors provide outreach to those in need, in the parks and throughout downtown. DBIA will continue to provide this service as well as work in partnership with many other social service organizations.

## **DBIA Support Staff/ Evaluation**

DBIA will provide general overhead and administrative support for managing park activation staff and activities, including human resources, finance and accounting, and communications.

## **Oversight**

- **Urban Parks/Public Realm Committee** – Partner Board members, property owners and community members will provide oversight and support for the successful implementation of the Urban Parks Partnership agreement. The Committee will meet often (schedule TBD) to provide feedback and suggestions to continue to deliver amenities and programming relevant to downtown.



## WMBE INCLUSION PLAN

### City of Seattle

#### WMBE Inclusion Plan – Consultant Contracts

(SMC CH. 20.42)

Contract Number and Title	Urban Parks Partnership RFP
Consultant Name	DBIA Services
Original Submittal Date	May 30, 2023
Revision Version Number	
Revision Version Date	

The Seattle Municipal Code (SMC) and the Mayor’s Executive Order direct inclusion of women and minority firms in City contracting. This form must be completed in full and with robust replies, as part of your solicitation response. Failure to do so may result in rejection of your solicitation as non-responsive and your firm rejected from consideration. The information must be consistent with team assignments elsewhere in your solicitation response. When a contract may include Federal Funds, the City instead uses the federal DBE program. During negotiations before contract execution, the City may negotiate scope and teaming; a revised WMBE Inclusion Plan is likely appropriate and becomes the contractually binding version. Carefully read all instructions embedded and on the back of this form. In any event, this form is required for all consultant contracts above \$285,000 and is a condition of responsiveness. If you are responding to a Request for Proposal or a Request for Qualifications above \$285,000 in value, this form will be required with your submittal. If you are working directly with the department and it is not through a formal solicitation process, you will still have a deadline for submittal before the contract is awarded.

#### 1. Aspirational WMBE Goals

A high priority for scoring is evidence of your strong aspirational intent to include women and minority business (WMBE) as part of your team. In the box below, state the WMBE goals you intend to achieve for this contract including all phases and amendments. While the goals are aspirational, good faith efforts to develop and achieve goals are mandatory. Goals developed in good faith are considered attainable given good faith efforts. A contract amendment may require revisit of this WMBE Inclusion Plan to consider changes that may affect WMBE utilization (see Instructions). WMBE primes can include self-performance in goals below. A zero percentage is non-responsive. Do not provide a range. This percentage must be no less than the Core Work commitments offered on page 2.

Estimated percentage of the total contract value to Women Owned firms	7 %
Estimated percentage of the total contract value to Minority Owned firms	18 %

Alternate Estimated total contract value

= \$1,612,500 \* 0.25

= \$403,125 dollars toward WMBE firms (over 6 years)

= \$290,250 toward MBE firms and \$112,875 toward WBE firms (over 6 years)

**WMBE Signature:** This requires the WMBE sign the Plan or you can simply attach an email to evidence their concurrence. This ensures WMBE firms understand (1) they are listed on your plan, (2) they are in core or non-core work and implications of that; (3) whether the individual or resume is critical to their participation; and (4) they are aware of risks given scope changes made by the City.

**2. Core Work.** Identify WMBE firms you selected who agreed to perform core disciplines or functions on your team. Such WMBE firms must be integrated into your team and on your organizational chart (if one is submitted in your solicitation response). The percentage you name below is the minimum share of total contract value. All WMBE firms named are to be aware of their role and anticipated compensation. Reasons for a Prime to replace the WMBE firms and their intended share of work is restricted by a list of acceptable reasons and City approval (see instructions). The City will preserve WMBE utilization in core work for these WMBE firms to the extent practicable.

#### Core Work Response

In the previous agreement, DBIA established an aspirational goal of directing 18 percent of the contract's public dollars toward WMBE firms. Through the duration of the contract, at various times we achieved this goal, and at other times it was a bit ambitious based on other factors outside of our control when trying to activate the parks. This agreement includes an aspirational goal of 25% of dollars being invested in WMBE firms. We will work to achieve this with diverse programming, new vendors and partners and outreach to broaden our reach into this business profile.

One challenge when designing the WMBE targets is that a significant portion of the contractual responsibilities involve the programming and activation of the parks which is not yet confirmed and is planned and contracted on a rolling basis. Throughout the past years of our partnership, DBIA has worked with a number of WMBE firms and vendors including Dover Entertainment, Yellow Butterfly Coffee, Lusio Lighting, Great Surprisal, various musicians and food truck vendors and more. We will aim to continue to work with these partners as well as seek out more WMBE firms throughout this agreement as negotiated for the upcoming years.

Additionally, DBIA will lean on SPR and the City's WMBE directory to provide recommendations, suggestions and contacts as this is a high priority for the city as well.

### 3. Non-Core Work Response

At this time, DBIA is only proposing activations and programming deemed essential to the success of the overall project. However, if certain unanticipated needs arise we will definitely look to include WMBE firms as part of core and non-core work activities.

**Non-Core Work (Value-Added Functions)** Identify work that is value-added and/or not part of the core scope required by the City solicitation.

Name of WMBE firm	Identify as Women (W) or Minority (M)	Describe task and which project phase each task is within.	If WMBE firm utilization depends upon a particular resume, list those individuals below	Signature of WMBE Firm

### 4. Past Performance

Using whatever space you need to fully do so, describe the strategic model you have for integrating WMBE firms, which evidences likely success in doing so for this contract including how you intend to engage WMBE firms. Please identify at least 3 projects of a similar nature as this project by name including name of owner and for each and as to each, list the percentages of utilization of WMBE firms based on total value of the contract and the total final amount of the contract including all amendments. State the total that was spent.

#### Response

Over the years, DBIA has established strong relationships with a number of WMBE firms. This has allowed us to better understand their capabilities and organizational capacity. DBIA, through its recent and historic programming and activation of the parks, has been able to develop a close working relationship with a number of WMBE vendors and organizations whom we plan to continue to partner with as a part of this agreement as well.

Over the past several years we have been able to demonstrate positive efforts and impact in working with WMBE firms. Through 6-month bi-annual reports, between 2018 and 2022 we have invested between 8% and 27% to WMBE partners. We look forward to growing this more in the future and streamlining our reporting and data collection to ensure accuracy.

### 5. Inclusion Strategies

Using whatever space you need below to do so, answer each of the following. Do not provide an “NA” response or any equally brief response, or your response and your entire solicitation may be rejected as non-responsive.

- A. Describe the partnership you have with the WMBE firms on your team, whether you teamed in the past, how substantive their role is, and whether they are decision-makers and leaders on your team.

Response

For all our projects, our partners are selected based on their competence and expertise in their field, and many of these partners have been WMBE firms. DBIA works to provide business outreach and has built relationships with many women- and minority-owned firms in Downtown Seattle and the surrounding region.

Our experience activating Westlake Park and Occidental Square over the past several years has allowed DBIA to establish new relationships with a variety of firms, including some with which we had not previously worked. For example, art vendors, musicians, food truck owners, event production companies, and more.

- B. Describe strategies you use to assure consideration of WMBE firms for team assignments not yet made or that result from contract or team changes.

Response

DBIA has already identified a number of WMBE firms that it can reach out to and discuss activation and programming efforts based on prior working experience and will continue to work with the city for recommendations, and the use of the city WMBE directory.

- C. A City objective is to strengthen WMBE firm’s capabilities and experience, making them increasingly competitive. Describe specific strategies your team will employ to achieve this goal. Do not limit your response to formal mentoring programs.

Response

DBIA is passionate about promoting downtown businesses and increasing our region’s economic vitality. Helping businesses succeed is essential to our mission and a key part of our work, and we are always looking to do more to support small and minority-owned businesses. DBIA believes that socioeconomic diversity is critical to Downtown’s long-term health.

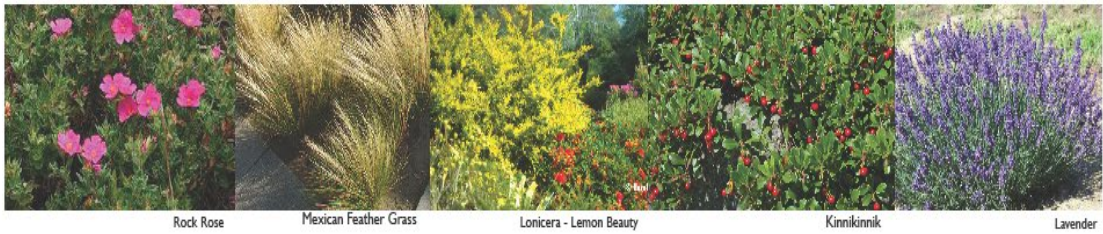
Our approach for inclusion and strengthening our WMBE partners’ capabilities will be through collaborative work and education. DBIA will look to streamline our own WMBE vendor directory, actively reach out to neighboring communities to inform them of the opportunities to participate in park programming, work with our Ambassador teams to outreach to small business, many WMBE, in the downtown area and help promote their business/restaurant/organization. Also, developing relationships with other local organizations that promote WMBE (and similar) businesses such as The

Intentionalist will be a focus of the team. Additionally, DBIA will ensure that all DBIA staff members are trained in WMBE advocacy and prioritizing WMBE procurement in program planning.

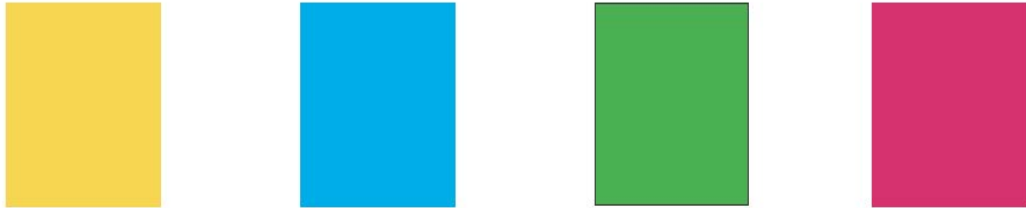
Design Pallet

Westlake Park

Alternative Plant Options



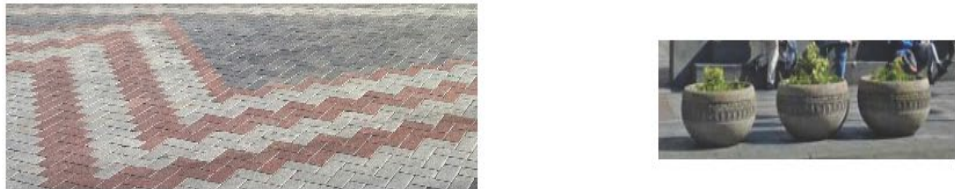
Furniture Colors



Furniture



Materials





Occidental Park

Alternative Plant Options



Creeping Jenny



Mexican Feather Grass

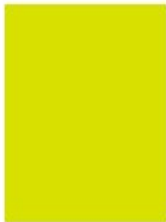


Acer circinatum



Kinnikinnik

Furniture Colors



Furniture



Materials



## **EXHIBIT B**

### **Permitting Protocols Including Allowable Fees and Charges**

Seattle Parks and Recreation (SPR) will continue to permit any event that is an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution or Article I, Sections 3, 4, 5 or 11 of the Washington State Constitution. These events will be referred to as “Free Speech events.” SPR will also continue to permit any event that requires a City of Seattle Citywide Special Event permit and those events that are part of its baseline programming.

DBIA will schedule and permit all other events in Bell St., Occidental Square, Pioneer Square, and Westlake Park.

1. SPR will update its application and website to direct users to the appropriate application and recipient agency.
2. DBIA will create an application and instructions to post on the SPR website for permit applicants OR a link to an external website where applicants may obtain a permit application. If such a website exists, it will direct Free Speech users to the SPR website.
  - a. Any application for Free Speech activity received by DBIA will be forwarded to SPR immediately.
  - b. Any applications received by SPR for events or activities not related to Free Speech activity will be forwarded to DBIA within one business day. Applications will be reviewed for time sensitivity and forwarded with urgency.
3. SPR will issue permits for Free Speech events after reviewing DBIA’s electronic calendar and consulting with DBIA staff if needed. When less than forty-eight (48) hours turn-around time is involved for a Free Speech permit application, SPR requires a one-hour response to SPR during business hours of 8:30am-5:00pm. Once issued, a copy of any Free Speech permit will be forwarded to DBIA for addition to the main calendar.
4. Free Speech events often occur as the result of political or religious events around the world, labor changes or the anniversaries of such events. SPR will negotiate the time place and manner of these events to the best of its ability, but generally tries to accommodate Free Speech events as desired by the applicants.

- a. Free Speech peaceful assemblies are not required to obtain a permit but do so as a courtesy.
  - b. Free Speech events with equipment that poses risk are required to obtain a permit with conditions and provide insurance.
  - c. Marches and rallies that commence in other areas often use Westlake Park as a terminus with and without permits. Parks and SPD do not always receive notice of this activity.
  - d. All attempts will be made to permit Free Speech events at the South portion of Westlake Park, but the Arch may be permitted as needed.
- 5. Previously scheduled activity will be accommodated by DBIA with no change to a permit's stated conditions.
  - a. Previously scheduled activity may/may not preclude Free Speech event permitting.
  - b. DBIA will monitor the Citywide Special Events calendar for events that impact Bell St., Occidental Square, Pioneer Square, and Westlake parks but may not be permitted for those locations.
- 6. Because SPR is a member of the Citywide Special Events committee, it will continue to permit those events that require a Citywide Special Event permit, working closely with DBIA on successful outcomes.
  - a. When DBIA receives applications for events that could potentially require review for Citywide Special Event permit, DBIA will forward the application to Parks for review. Criteria for this review could be one or more of the following elements:
    - i. An event planned to be held in a park or other public place that meets all three of the following criteria:
      - 1. Is reasonably expected to cause or result in more than fifty people gathering in a park or other public place; and
      - 2. reasonably expected to have a substantial impact on the park or other public place; and
      - 3. requires the provision of substantial public services, OR
      - 4. An event planned to be held on private property that meets all three of the following criteria:

5. Is reasonably expected to cause or result in more than five hundred (500) people gathering in a park or other public place; and
  6. Is reasonably expected to have a substantial impact on the park or other public place; and
  7. Is reasonably expected to require the provision of substantial public services.
- ii. The intent to serve or sell alcoholic beverages.
  - iii. The installation of heavy equipment or displays (in excess of 3000lbs)
  - iv. Reduced access by the general public to a public park.
7. For events or activities permitted by DBIA, DBIA shall apply only the fees and charges listed in the Use Permits section of the 2023-2024 Fees and Charges, included below. [Exhibit 1 to DPR Fees & Charges Budget Legislation ORD \(seattle.gov\)](#)

## **EXHIBIT C**

### **Principles and Thresholds to Guide Aesthetic and Functional Improvements to Bell St., Occidental Square, Pioneer Square and Westlake Parks**

DBIA Services will be empowered to make improvements to Bell St., Occidental Square, Pioneer Square and Westlake Parks without prior approval from SPR if, and only if, those improvements:

- Comply with the American Disabilities Act 2010 Standards for accessible design (<http://www.ada.gov/regs2010/2010ADAStandards/2010ADASTandards.htm>)
- Conform with the design concepts and programming strategy found in Attachment A
- Are non-permanent.
- Do not irreversibly alter an existing asset.
- Fall under a \$20,000 threshold per asset.
- Are consistent with agreed Park activation goals and continue to allow pedestrian traffic through the Park.
- Do not result in a net decrease in seating options.

For all other improvements to the parks, DBIA Services will seek SPR approval prior to any action.

#### Additional Commitments

DBIA Services will be responsible for working with the Pioneer Square Historic Preservation Board to seek approval for changes to Occidental Square and Pioneer Square parks including furniture, planters, and other non-permanent amenities.

DBIA can solicit sponsorship opportunities to support downtown park programming and special events. DBIA will bring all sponsorship applicants to Seattle Parks and Recreation for selection and approval based upon SPR Sponsorship Policy.

Sponsors may be recognized in DBIA parks (Bell Street Park, Occidental Square, Pioneer Square and Westlake Park) through messages approved by SPR.

DBIA Services will submit to SPR the proposed sponsorship and naming opportunities and will honor the off-premises advertising laws as established by the City of Seattle.

## **EXHIBIT D**

### **Parks Maintenance and Park Ranger Service Levels**

#### ***Baseline***

Seattle Parks and Recreation will provide the following baseline levels of maintenance and park rangers. Parties agree to meet no later than six months from the implementation date of this agreement, to review the status of baseline services as established in this agreement, to confirm that standards of service as established are being achieved and to determine if those standards are providing a level of cleanliness and maintenance that is aligned with DBIA's commitment to a clean, safe and welcoming experience for all visitors to the spaces. If it is found that services are not adequate, DBIA and SPR will work together to outline updated, adequate, and achievable service levels.

#### ***Cleaning and Landscaping***

- Daily morning cleanings at Bell St. Park, Occidental Square, Pioneer Square and Westlake Parks will include the following:
  - Removal of trash from all surfaces and receptacles of all Park by 9:00 am
  - Cleaning of following surfaces by 9:30am.
    - Westlake Park
      - Concrete pavers
      - Seven Hills Art Pieces
      - Permanent seating
      - Play Space
    - Occidental Square
      - Brick surfaces
      - Permanent seating
      - Play Space
      - Pavilion
    - Bell St. Park
      - Shrub beds
      - Hard surfaces
      - Curb lines
    - Pioneer Square
      - Permanent seating
      - Brick surfaces
      - Under the Pergola
  - Removal of leaves, as needed.
  - Removal of graffiti tags
- Early afternoon second removal and/or topping off any trash receptacles in Bell St., Occidental Square, Pioneer Square and Westlake Parks.

- Late afternoon third trash removal and/or top-off Wednesdays through Sundays, May-September in Bell St., Occidental Square, Pioneer Square and Westlake Parks.
- Twice per year or as needed, cleaning of Westlake fountain, arch and play area.
- Twice per year cleaning of Pioneer Square Pergola roof.
- Four times per year cleaning and mechanical scrubbing of Westlake Park, Occidental Square and Pioneer Square.
- Four times per year or more as needed, cleaning/maintenance of Occidental Square Pavilion. The glass roof will be cleaned twice per year.
- Landscaping for all parks if applicable
  - Review of tree canopy of Westlake Park, Bell Street, Occidental and Pioneer Square after leaves are fully grown has been completed. and, if not detrimental to health of the trees, pruning for increased daylight. Pruning will be completed before December 2024.
  - Annual mulch
  - Watering parks plantings as needed.
  - Replacing plants as needed
  - Basic plant maintenance
- Annual review of condition of Totems in Occidental Square and Pioneer Square and maintenance as needed, per the Office of Arts and Culture.
- Outside of 6:00 a.m. - 2:00 p.m. Labor Day to Memorial Day, 6:00 a.m.-9:00 p.m. Memorial Day to Labor Day. If needed, DBIA Ambassadors may pick up incidental litter, rinse, do light clean-ups, and remove graffiti, to bring the parks up to a standard of cleanliness expected for the successful execution of any event. No power equipment will be used for maintenance purposes.

Should the Baseline Services not match those listed either above or in any separate agreements, DBIA Services will notify SPR, commencing a 48-hour period in which cleaning levels will be remedied to match those agreed upon unless the reduction in service is the result of budget-related needs of the City. Any specialized services such as electrical, carpentry, plumbing, and other services are based on workload and priority of the issue.

### **Maintenance**

- Events or programs requiring significant electrical use:
  - DBIA Services will provide SPR with a load calculation for the full set up for events that will require electrical grid functionality within two weeks prior to the event. SPR staff will review and recommend changes, if needed, within 5 business days of receiving the load calculation.
  - For major events, DBIA will schedule on a regular business day *after* electrical installation is complete or almost complete and at least 24 hours

prior to the event, a second on-site review with SPR electrician staff to trouble-shoot problems. SPR electricians work Monday through Friday, 6a.m. – 4:30 p.m. and are available for on-time repair of the grid unless required to address departmental emergencies.

- Should events fall after working hours, or on holidays, DBIA Services may choose to rely on the standard SPR on-call system. If this system is used, DBIA will be invoiced for the cost of any labor overtime required. Alternatively, for coverage during non-working or holiday hours, DBIA may pay the overtime cost of retaining on site one electrician in the case of events in Occidental, and two electricians for Westlake events to accommodate confined-space access requirements.
- DBIA Services will notify SPR of any maintenance or repair required for normal operations in Bell Street, Pioneer Square, Occidental Square and Westlake parks, via the SPR work order system, initiating a process in which SPR sends the appropriate maintenance specialist to review and or repair the identified issue. DBIA will receive weekly updates on open work orders that affect the functionality of the park/scheduled activations. Should the repair require major disruption to the surrounding area, SPR will inform DBIA Services of the work that needs to occur and potential impacts. SPR commits to a good faith effort to respond as promptly as possible to all requests.

### ***Park Rangers***

Seattle Parks and Recreation will provide the following baseline levels of maintenance and park ranger presence to Bell Street, Pioneer Square, Occidental Square and Westlake Park.

### ***Daily Schedules***

Park ranger schedules will vary depending on time of day. Early morning activities and evening activities will be closely coordinated with SPR's grounds maintenance teams to support park opening and closing, and during peak operating hours, the ranger teams will conduct a mix of patrols throughout downtown parks and education and engagement at emphasis parks.

During peak park use hours (between 8:30a.m. and 7p.m.), rangers will patrol two routes:

- **North Route:** Based at Cal Anderson Park, conduct at least two patrols of Plymouth Pillars Park, Urban Triangle Park, Denny Park, Cascade Playground, Lake Union Park, Tilikum Place, Bell Street Park, Regrade Park, Counterbalance



Park, Myrtle Edwards, Victor Steinbrueck, and Westlake Park throughout the day.

- **South Route:** Based at City Hall Park, conduct at least two patrols of Pioneer Square, Occidental, Union Station Square, Hing Hay, Donnie Chinn, Kobe Terrace, Freeway, Westlake, Little Saigon, Victor Steinbrueck, and to the International District/Chinatown Community Center
- SPR will continue to provide park rangers services in the four parks at a level similar to prior years, as staffing allows rangers will deter negative behavior through education, diplomacy, low-level enforcement in the form of written warnings or citations when appropriate, and by contacting SPD when needed. SPR will work with the Seattle Police Department (SPD) in every way it can to support a strong partnership and collaboration between officers and park rangers. SPR will provide SPD with instructions regarding Parks Code and the Parks Code of Conduct, as needed.
- If/when SPR and SPD execute an MOA that clearly identifies thresholds of enforcement and lines of communication that enables an appropriate response to Park Code or City, County, State, or Federal laws, the MOA will be provided to DBIA.
- DBIA Services and Parks will develop a communication plan to ensure that Park Rangers are in direct communication with DBIA Services staff.

### ***Additional Service***

At the expense of DBIA Services, SPR will provide additional maintenance services in Westlake, Occidental, Bell Street and Pioneer Square. The scope and services will be mutually agreed upon prior to SPR taking on any additional maintenance.

Should any Additional Services, paid for by DBIA, not match those listed in any separate agreements, DBIA Services will notify SPR, commencing a 48-hour period in which cleaning service levels will be cured to match those agreed upon.

## **EXHIBIT E**

### **Bi-Annual Reporting Commitments**

DBIA Service's (DBIA) regular bi-annual reports will provide consistent information—including measurements and summaries—regarding the activities being conducted as part of this Agreement. Seattle Parks and Recreation (SPR) and DBIA will work together to develop a reporting format that is acceptable to SPR prior to the Bi-Annual Report dates listed below.

#### **Bi-Annual Report Due Dates**

2023-2028 - Bi-Annual Report due dates are the first business days of March and September. This report will include all raw data including but not limited to number of events, total hours per event, and estimated attendance. This raw data shall be reported by using provided Events and Programs Spread sheet starting in 2024.

#### **Monitoring and Evaluation Summary**

DBIA will submit to SPR a Bi-Annual Report that includes the following for each park:

- Finances -- Income (including all funds, permit fees, and revenues) and expenses on an accrual basis:
  - Showing transactions of the current period and year-to-date;
  - Separating revenues and expenses by category;
  - Clearly identifying the period— date, month, and year—covered by the report;
  - Providing narrative information to explain any problems or irregularities in record-keeping or reporting that SPR should be aware of.
  - Indicating status of the required funding ratio of a minimum of three private sector dollars to every one public investment dollar
- Attendance Tracking Attendance and measurements will be taken throughout the year at a minim of twice daily and will include regular, daily attendance and, when relevant, event-based attendance.  
DSA will implement the use of the events and programs spread sheet beginning for the 2024 through the end of the contract period in 2028.
- Outreach for community input and feedback -- Summary of outreach methods (surveys, etc.) employed to collect community input and feedback regarding how safe, welcoming, and vibrant the parks are perceived to be and regarding the quality and effectiveness of programming and activities.
  - Outreach to include the surrounding communities, including underserved populations.
  - Summaries to indicate extent/scope of outreach (how many people contacted, what groups and organizations contacted)

- Programs and Activities -- Summary of programs and activities conducted.
- Partners -- List of community partners and publicly acknowledged sponsors.
- WMBE's -- Target 25% of all contracts, concession and vendors and actual outcomes regarding the securing of contracts, vendors and concessions through Women and Minority Owned Business Enterprises (WMBE)
- Outreach for social service purposes -- MID outreach report as pertaining to Bell St., Occidental Square, Pioneer Square and Westlake Parks, including number of contacts made, services provided, and outcomes as available and adhering to confidentiality guidelines as determined by City, State, and Federal law.
- Park Use Permits – Summary of events for which DBIA issued a Park Use Permit, including names of permittees. For permitting at Bell Street Park all permits must follow
  1. Memorandum of Agreement between Seattle Department of Transportation, Seattle City Light, Seattle Public Utilities, Seattle Arts and Cultural Affairs and Seattle Parks and Recreation
  2. Ordinance of use (2009-0625 Ord 123027) Authorization.

## EXHIBIT F Occidental Square Legal Description

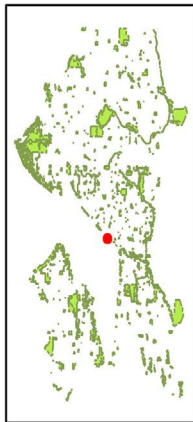
Lots 5,6,7,8, Block 7, Town of Seattle, as laid out by D.S.Maynard, commonly known as D.S. Maynard's Plat of Seattle, as per plat recorded in Volume 1 of Plats, page 23, records of King County; Except the east 9 feet thereof for street; Situate in the City of Seattle, County of King, State of Washington

### Occidental Square

*S Main St &  
Occidental Ave S*

#### Legend

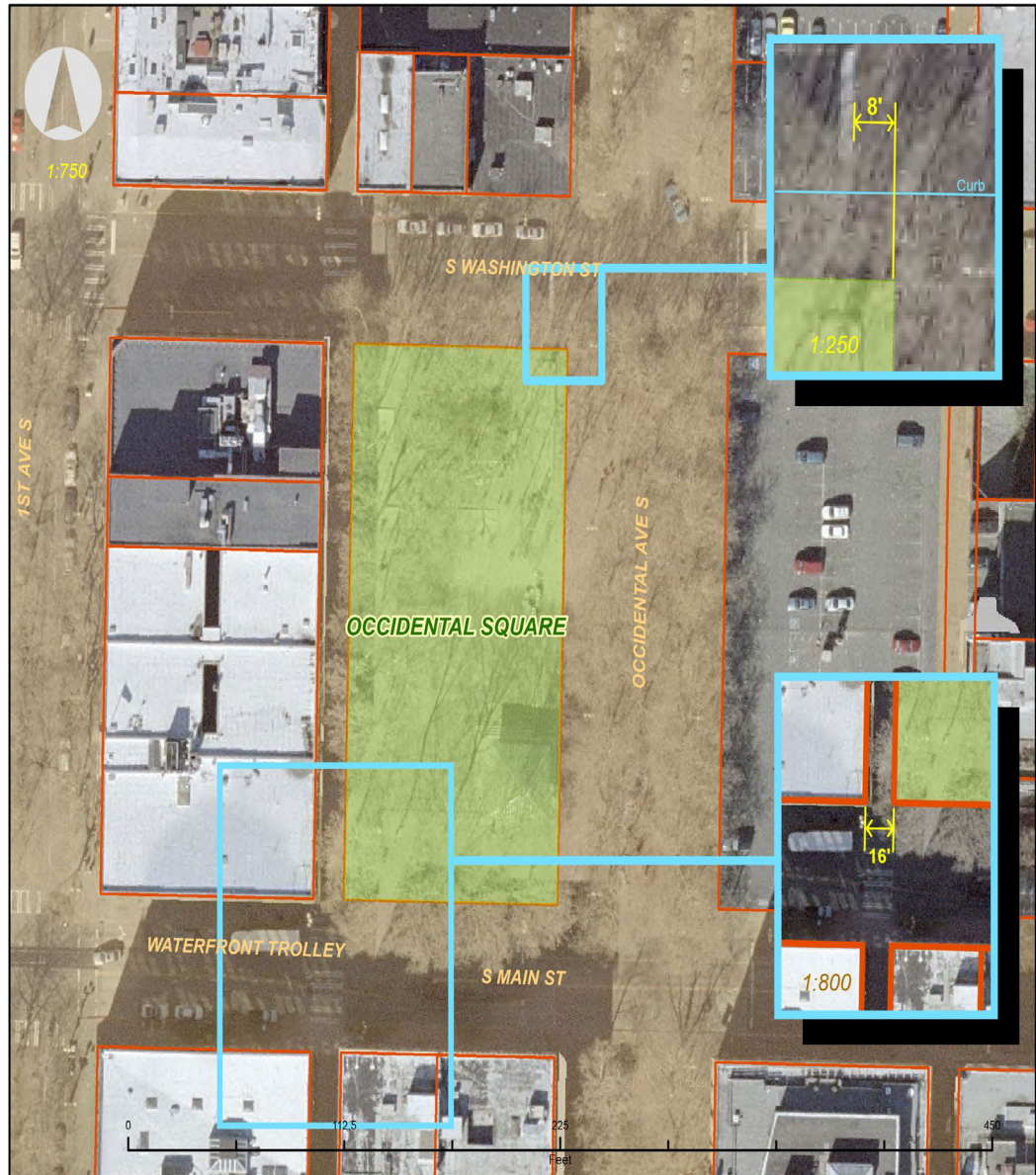
- Seattle Parks Property
- Parcel
- SDOT ROW



SEATTLE PARKS  
AND RECREATION  
©2012, CITY OF SEATTLE  
All rights reserved.

No warranties of any sort, including  
accuracy, fitness or merchantability  
accompany this product.

Map date: Sept 6, 2012







**EXHIBIT F – PROPERTY DESCRIPTION**  
**Bell Street Park**  
**Property Description**

Section 1.

The portion of Bell Street described as follows (the “Designated Portion”) is hereby designated as a park boulevard, and administrative jurisdiction over the property transferred, without charge, from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation:

The portion of Bell Street between First Avenue and Fifth Avenue directly abutting the following blocks:

BELL AND DENNYS 1<sup>ST</sup> ADD SUPL, BLK 27 & A. A. DENNYS 6<sup>TH</sup> ADD, BLK 41 (between 1<sup>st</sup> and 2<sup>nd</sup>)

BELL AND DENNYS 2<sup>ND</sup> ADD, BLK 26 AND WILLIAM N. BELLS 3<sup>RD</sup> ADD, BLK A (between 2<sup>nd</sup> and 3<sup>rd</sup>)

BELL AND DENNYS 2<sup>ND</sup> ADD, BLK 36 & WILLIAM N. BELLS 3<sup>RD</sup> ADD, BLK B (between 3<sup>rd</sup> and 4<sup>th</sup>)

BELLS 5<sup>TH</sup> ADD, BLK L and BELLS 5<sup>TH</sup> ADD, BLK K (between 4<sup>th</sup> and 5<sup>th</sup>)

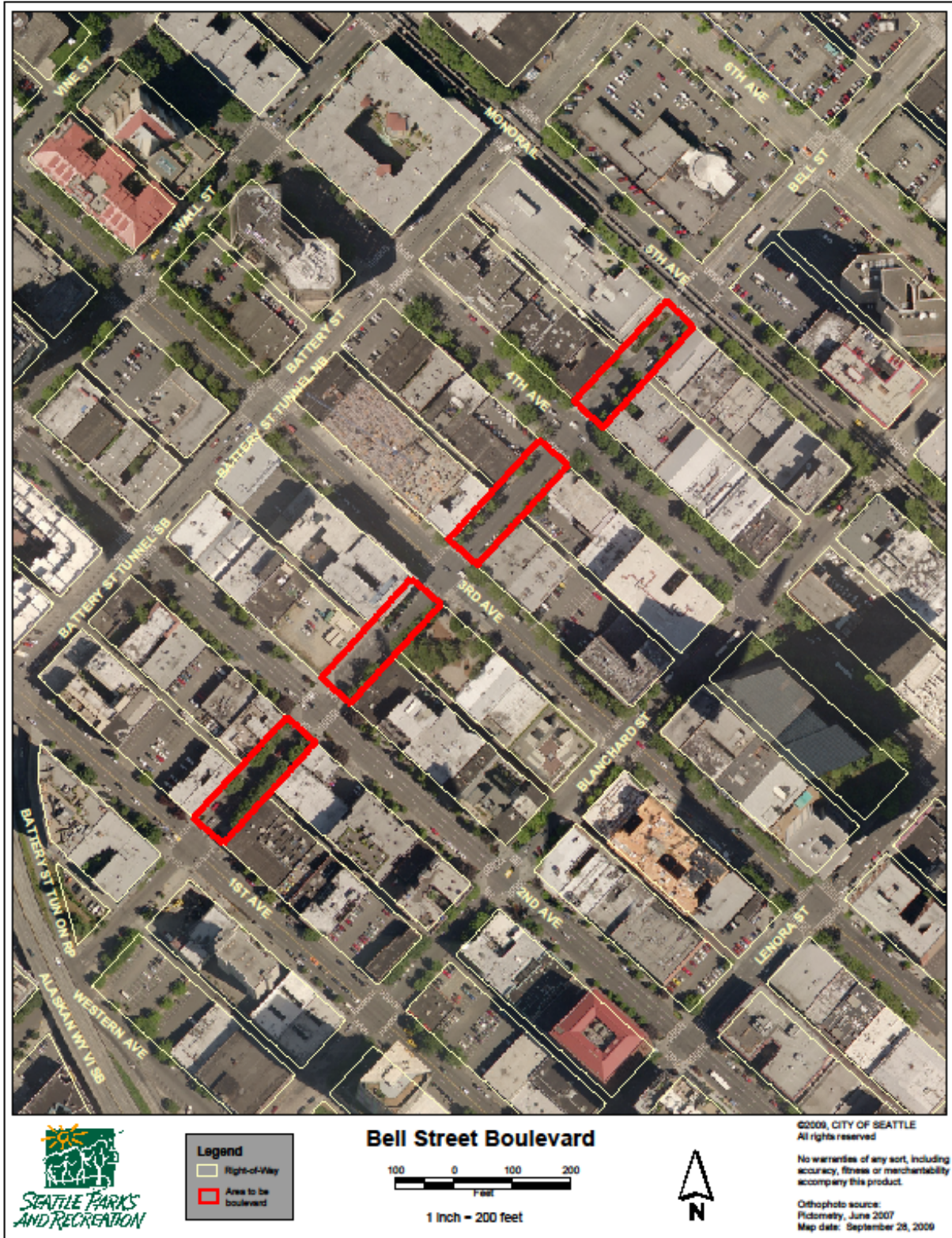
Section 2.

Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the designated portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.

Section 3.

Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of the map, attached to this ordinance as Exhibit 1, depicting the designated portion. In the event of this Ordinance, the description in Section 1 shall control.







## EXHIBIT F – PROPERTY DESCRIPTION

### Pioneer Square

#### Property Description

##### Legal Description

BOREN AND DENNYS ADD POR VAC ST (1ST AVE) ADJ BLK 4 OF SD ADD ALG WLY MGN OF SD BLK 4 TGW  
POR OF BLK KNOWN AS PIONEER SQUARE ADJ ALG MOST WLY MGN OF SD VAC ST LESS ELY 9.00 FT THOF  
FOR ALLEY

**PLat Block:**

**Plat Lot:** POR &







**Exhibit G: Bell Street MOA**  
**MEMORANDUM of AGREEMENT**  
**between**  
**SEATTLE DEPARTMENT of TRANSPORTATION,**  
**SEATTLE CITY LIGHT,**  
**SEATTLE PUBLIC UTILITIES,**  
**SEATTLE OFFICE OF ARTS & CULTURAL AFFAIRS**  
**and**  
**SEATTLE DEPARTMENT of PARKS and RECREATION**  
**Concerning**  
**BELL STREET PARK BOULEVARD**

This Memorandum of Agreement (MOA) is entered into by Seattle Department of Transportation (SDOT), Seattle City Light (SCL), Seattle Public Utilities (SPU), Seattle Office of Arts & Cultural Affairs (ARTS), and Seattle Department of Parks and Recreation (PARKS) for the purpose of defining roles and responsibilities for the maintenance and operation of Bell Street Park Boulevard. It is effective as of the final date of signature hereto. It may be amended, rescinded, or substituted by another agreement at any time by mutual consent of the parties or by legislative directive.

WHEREAS, Ordinance 123027 designated Bell Street between First Avenue and Fifth Avenue, excepting the avenue rights-of-way that cross Bell Street, a park boulevard and appropriated funds for the improvement thereof (hereinafter, the Bell Street Park Boulevard Development project); and

WHEREAS, improvements provided for under the Bell Street Park Boulevard Development project will include new roadway surface and features to serve vehicle use, as well as new sidewalk/pedestrian amenities and other park boulevard features to accommodate its use as a public gathering space and neighborhood park; and

WHEREAS, SDOT, SCL, SPU, ARTS, and PARKS seek to clarify maintenance responsibilities for improvements installed under the Bell Street Park Boulevard Development project; and

WHEREAS, those improvements have been negotiated among the participating departments to assure that Bell Street Park Boulevard adequately and effectively functions as a transportation and utility right-of-way and as a public park facility, and are specified in the Street Improvement Plan (SIP) required for the Bell Street Park Boulevard Development project.

NOW, THEREFORE, SDOT, SCL, SPU, ARTS, and PARKS agree as follows:

**1. ROADWAY SURFACE and PARK SURFACE TREATMENTS and MAINTENANCE**

The Bell Street Park Boulevard Development project will improve the 66-foot wide Bell Street right-of-way (ROW) within the confines of the Boulevard (i.e., excepting the intersecting avenues) with a new roadway surface of varying width, at a minimum of 17 feet in width. The remainder of the right-of-way will be improved with sidewalks and other pedestrian-oriented park improvements. The entire Bell Street Park Boulevard will be raised approximately 6" above the level of the intersecting avenues, accessed by access slopes (hereinafter, ramps) that conform to all current ADA requirements and follow City of Seattle Standards for Road, Bridge, and Municipal Construction (hereinafter, COS standards) and in accordance with the approved Street Improvement Plans.

Portions of Bell Street Park Boulevard open to motor vehicles, including travel lanes and parking areas and referred to as the "vehicle roadway," will be separated from the sidewalk/pedestrian/park areas by visible demarcation in the surface design. All surfacing installed under the Bell Street Park Boulevard Development project will conform to COS Standards.

SDOT is responsible for the maintenance of all vehicle roadway surfaces, including street cleaning and snow removal from street surfaces that are accessible to mobile street sweepers and snow removal equipment. All snow removal will follow the City's most current Winter Weather Readiness and Response Plan.

PARKS is responsible for cleaning street surface and snow removal in areas not accessible to mobile street sweepers and/or snow removal equipment, such as curb transitions and planted areas.

Plan sheets MP1.02, MP1.04, MP1.06, and MP1.08 for SDOT Street Improvement Plan (SIP) permit #143461, attached hereto, illustrate SDOT's and PARKS' areas of Bell Street Park Boulevard for purposes of this document.

**2. SIDEWALKS / PEDESTRIAN AREAS / PARK IMPROVEMENTS**

PARKS is responsible for the maintenance and cleaning of all sidewalk/pedestrian/park area surface improvements.

SDOT is responsible for the maintenance of sidewalks and crosswalks outside the confines of Bell Street Park Boulevard (i.e., the intersecting avenues).

### **3. CURBS and ACCESS SLOPES or RAMPS**

SDOT is responsible for the maintenance and future improvement of all SDOT standard curbing and ramps on Bell Street Park Boulevard and the intersecting and crossing rights-of-way.

PARKS is responsible for the maintenance of any non-standard curbs, and ramps that do not conform to the City of Seattle Standard Specifications for Municipal Construction, and the City of Seattle Standard Plans for Municipal Construction (non-standard) on Bell Street Park Boulevard.

### **4. RIGHT-OF-WAY STRIPING and CHANNELIZATION MARKINGS**

SDOT shall maintain all ROW striping and channelization markings, including crosswalk ladders, bicycle sharrows, or other bicycle designations, parking stall markings, no-parking areas, and fire lanes or emergency vehicle access within the roadway and vehicle areas of Bell Street Park Boulevard.

### **5. TRAFFIC CONTROL and SIGNAGE**

SDOT is responsible for maintenance and/or replacement, as necessary, of all traffic controls and traffic management signs, including parking regulatory signs, street identification signage, way-finding signage or kiosks on Bell Street Park Boulevard and for those controls and signs that regulate or identify the crossing or intersecting rights-of-way, including the avenues and alleys.

PARKS is responsible for the installation, maintenance, and repair or replacement of signs related to the operation of Bell Street Park Boulevard as a park.

### **6. TRAFFIC SIGNALS and RELATED EQUIPMENT**

SDOT is responsible for maintenance of all traffic signal equipment and Intelligent Transportation Systems (ITS) equipment on Bell Street Park Boulevard, including the signal interconnect system and equipment which may be installed at a future date.

## **7. PARKING PAY STATIONS and PARKING REGULATION**

SDOT is responsible for the installation, maintenance, security, protection, and operation of all parking pay stations, meters, signs, and pavement or curb markings for parking regulation and enforcement.

## **8. SITE FURNISHINGS**

All site furnishings and permanent, constructed park improvements, including seat walls and other fixed seating, trash/recycling receptacles, and non-standard bike racks, installed by PARKS on Bell Street Park Boulevard will be maintained by PARKS.

## **9. TREES, LANDSCAPING, and IRRIGATION**

PARKS will manage and maintain all street trees and public park vegetative landscaping and associated non-vegetative landscaping elements on Bell Street Park Boulevard, including tree pits, planters, and decorative or safety fencing, initially installed under the Bell Street Park Boulevard Development project or subsequently installed by PARKS.

PARKS will manage and maintain irrigation systems, including metering and power, for the park landscaping and street trees on Bell Street Park Boulevard.

Private landscaping or ornamental improvements associated with abutting private properties (e.g., planter boxes, railings, decorative installations) that extend beyond the private property boundary onto Bell Street Park Boulevard may be allowed, at PARKS' sole discretion, as the responsibility of the private owners under terms of a Parks Revocable Use Permit or some other form of written permission from PARKS.

## **10. UTILITIES**

As a park boulevard and street right-of-way, Bell Street Park Boulevard continues to function as a utility right-of-way. Utility installations that comprise part of an overall service infrastructure remain the responsibility of the individual utility entity (e.g., telephone, cable TV) or the operating public utility (e.g., City Light, Seattle Public Utilities, King County Metro).

All sanitary, combined, and stormwater drainage and sewer mainlines remain the responsibility of Seattle Public Utilities (SPU). Lateral sanitary, combined, and

stormwater lines serving adjacent private properties are the responsibility of the private properties they serve.

The Bell Street Park Boulevard lateral stormwater drainage lines, trench drains, and drainage structures on the blocks between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues, 3<sup>rd</sup> and 4<sup>th</sup> Avenues, and 4<sup>th</sup> and 5<sup>th</sup> Avenues will be owned by PARKS and be PARKS' responsibility to maintain, repair, or replace to the point of connection to the existing SPU catch basin as shown on the attached plan sheets, nearest the corresponding Avenues.

The Bell Street Park Boulevard lateral stormwater drainage lines and structures on the block between 1<sup>st</sup> and 2<sup>nd</sup> Avenues will be owned by PARKS and will be PARKS' responsibility to maintain, repair, or replace to the point of connection to the existing SPU mainline in Bell Street Park Boulevard, as shown on the attached plan sheets.

Parks will provide SDOT and/or SPU with any specialized parts required to repair or replace any portion of the trench drains on the blocks between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues, 3<sup>rd</sup> and 4<sup>th</sup> Avenues, and 4<sup>th</sup> and 5<sup>th</sup> Avenues.

#### **11. STREET LIGHTING / PARK LIGHTING and ELECTRIC POWER ACCESS**

PARKS is responsible for installation, maintenance, or replacement of all new non-standard street and pedestrian lighting installed as part of the Bell Street Park Boulevard Development project. The new roadway street lighting, designated LB, and pedestrian lighting designated LA & LA1, are shown on plans LT1.01 – LT1.11 of approved plans for SIP #131891.

All roadway street lighting, designated LB on the approved SIP plans, will be connected to an un-metered disconnect located at the PARKS electrical cabinet on each block of the park. The disconnect(s) will provide a point of demarcation defining where SCL's responsibility ends and PARKS' responsibility begins. The operating expense for supplying energy to the street lighting (designated LB used for roadway lighting) will be paid out of the City's s general fund.

PARKS will be responsible for the installation of the SCL approved electrical service as an element of the Bell Street Park Boulevard Development project. The installation will adhere to a design approved by SCL. The electrical service on each block must be inspected and approved at key inspection hold points by a SCL designated inspector(s) before power is supplied to the system. PARKS is responsible for the maintenance and repair of the lighting system from the un-metered service disconnect to the PARKS designated equipment.

All other electrical loads associated with operation of Bell Street Park Boulevard will be connected to the electrical service through a meter located at the PARKS

electrical cabinet on each block of the park. All un-metered and metered loads from a service point (external service disconnect) will be inspected and approved by Department of Planning and Development prior to acceptance by SCL. All metered operating expenses will be the responsibility of PARKS.

## **12. PERMITTING**

PARKS is responsible for all permitting activities outside of the vehicle roadway. SDOT is responsible for all permitting activities within the vehicle roadway. The SDOT Director or the PARKS Superintendent may, by mutual agreement and consistent with SMC Section 15.04.015, delegate permitting authority to each other for use and occupancy of public places under their jurisdiction.

### **A. Utility Access**

Access within the vehicle roadway portion of Bell Street Park Boulevard for repair, replacement, maintenance, or installation of utilities will be permitted by SDOT as Street Use Permits.

Access outside of the vehicle roadway, within the sidewalk/pedestrian/park areas of Bell Street Park Boulevard for repair, replacement, maintenance, or installation of utilities will be permitted by PARKS. At PARKS' discretion, PARKS may delegate authority to SDOT to allow temporary use or occupancy of the non-roadway portions of Bell Street Park Boulevard under conditions of a Street Use Permit.

### **B. Adjacent Development / Improvement / Revision**

Applications or proposals for adjacent new development or revisions to existing buildings will be reviewed and permitted according to DPD requirements with PARKS' review and comments to DPD. Utility improvements within the vehicle roadway portion of Bell Street Park Boulevard will be reviewed by and permitted by SDOT, as required. The permitting authority for SIP permits for all portions of Bell Street Park Boulevard shall be delegated to SDOT by PARKS under the authority of SMC Section 15.04.015. If PARKS delegates permitting authority to SDOT, PARKS shall be the primary reviewer of any SIP applications.

### **C. Sidewalk Cafés and Street Food Vending**

The permitting authority for Sidewalk Cafés (SMC Chapter 15.16) and Street Food Vending (SMC Chapter 15.17) outside the roadway portion of the Bell Street Park Boulevard shall be delegated to SDOT by PARKS under the authority of SMC Section 15.04.015. Under this authority, PARKS shall be the primary reviewer of any proposed street uses for sidewalk café and Street Food Vending permit applications. If PARKS approves the application, SDOT will review the permit application for

mobility impacts and for compliance with other regulations in SMC Chapters 15.16 and 15.17.

**D. Special Events**

Special events requiring closure of the roadway portion of Bell Street Park Boulevard will be reviewed by the Seattle Special Events Committee and permitted by PARKS.

**13. LITTER COLLECTION and SURFACE CLEANING**

PARKS will install litter/trash and recycling receptacles as part of the site furnishings of the Bell Street Park Boulevard Development project. Additional receptacles may be placed by PARKS for peak seasonal use or events. PARKS is responsible for collection from all PARKS receptacles.

PARKS is responsible for all routine and typical "day-to-day" maintenance or surface cleaning of sidewalks and pedestrian areas of Bell Street Park Boulevard project including removal of litter and debris and pressure washing of hard surfaces.

PARKS is not responsible for trash or recycling collection in adjacent alleys or from adjacent private properties or for cleaning at entryways of adjacent residences or businesses beyond the street ROW line.

**14. ART**

The Bell Street Park Boulevard Development project includes public art installation(s) funded by 1% for Arts funds administered by the public art program of the Office of Arts & Cultural Affairs (ARTS). ARTS will install, clean, maintain, and repair or replace, as necessary or desirable, all art funded by 1% for Art funds. No additional permanent art installations will be allowed on Bell Street Park Boulevard without PARKS' approval after consultation with ARTS.

Temporary art displays or installations may be allowed, at PARKS' sole discretion, under terms of a Parks Revocable Use Permit or some other form of written permission from PARKS. PARKS may request or require review by other City departments. All costs associated with temporary art, including costs for installation, maintenance, insurance, and full restoration of Bell Street Park Boulevard after removal of the temporary art, will be the responsibility of the sponsoring entity.

**15. GRAFFITI REMOVAL**



PARKS is responsible for graffiti removal from park furnishings and park elements (e.g., benches, seating walls, park signs, trash/recycling receptacles).

SDOT is responsible for graffiti removal from improvements and installations that are maintained by SDOT (e.g., traffic signs, parking pay stations, street surfaces).

ARTS is responsible for graffiti removal on artwork in the City of Seattle's collection managed by the ARTS. PARKS will notify ARTS if artwork on Bell Street Park Boulevard is defaced or damaged. ARTS will handle restoration of the artwork unless ARTS chooses to delegate the restoration to PARKS, in which case, ARTS will reimburse PARKS for the costs of such restoration work.

Graffiti removal from buildings adjacent to Bell Street Park Boulevard or private improvements associated with those buildings is the responsibility of the private property owner. Failure to remove graffiti is subject to enforcement action under SMC Chapter 10.07.

## **16. CLAIMS**

Claims against the City for damage or injury occurring on Bell Street Park Boulevard that are related to a park improvement or park function will be processed by PARKS. Any claims against the City associated with the non-standard drainage infrastructure installed as part of the Bell Street Park Boulevard project will be the responsibility of Parks. If the claim relates to a transportation element or a transportation or public right-of-way utility function, the claim will be handled by SDOT.

## **17. IMPLEMENTATION of MAINTENANCE PROVISIONS of MOA**

The maintenance responsibilities described herein will become operational upon substantial completion of the Bell Street Park Boulevard Development project. Substantial completion for purposes of this document is understood to be when the park-like features are in place and completed to a level that affords beneficial use to the public. Substantial completion is after all design features described in the Street Improvement Permit (SIP) are in place and completed to a level that meets the approved project and design plans.

## **18. DISPUTE RESOLUTION**


If disputes arise regarding interpretation or application of the terms and conditions of this agreement that cannot be resolved at the staff level,

appropriate representatives of the affected departments will resolve the matter in a timely manner.

## 19. COUNTERPARTS

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

\*\*\*\*\*

  
\_\_\_\_\_  
Peter Hahn,  
Director of Transportation

4.12.13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Williams,  
Acting Superintendent of Parks and Recreation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jorge Carrasco,  
Superintendent of Seattle City Light

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ray Hoffman,  
Director of Public Utilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randy Engstrom  
Interim Director of Seattle Office of Arts & Cultural Affairs

\_\_\_\_\_  
Date

**Attachments:** Plan Sheets MP1.02, MP1.04, MP1.06, and MP1.08

appropriate representatives of the affected departments will resolve the matter in a timely manner.

#### 19. COUNTERPARTS

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

\*\*\*\*\*

---

Peter Hahn,  
Director of Transportation

Date

---



3/28/13

Christopher Williams,  
Acting Superintendent of Parks and Recreation

Date

---

Jorge Carrasco,  
Superintendent of Seattle City Light

Date

---

Ray Hoffman,  
Director of Public Utilities

Date

---

Randy Engstrom  
Interim Director of Seattle Office of Arts & Cultural Affairs

Date

Attachments: Plan Sheets MP1.02, MP1.04, MP1.06, and MP1.08

appropriate representatives of the affected departments will resolve the matter in a timely manner.

## 19. COUNTERPARTS

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

\*\*\*\*\*

---

Peter Hahn,  
Director of Transportation


Date

---

Christopher Williams,  
Acting Superintendent of Parks and Recreation

Date

---

  
Jorge Carrasco,  
Superintendent of Seattle City Light

5/23/13  
Date

---

Ray Hoffman,  
Director of Public Utilities

Date

---

Randy Engstrom  
Interim Director of Seattle Office of Arts & Cultural Affairs

Date

Attachments: Plan Sheets MP1.02, MP1.04, MP1.06, and MP1.08

appropriate representatives of the affected departments will resolve the matter in a timely manner.

## 19. COUNTERPARTS

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

\*\*\*\*\*

---

**Peter Hahn,**  
**Director of Transportation**

**Date**

---

**Christopher Williams,**  
**Acting Superintendent of Parks and Recreation**

**Date**

---

**Jorge Carrasco,**  
**Superintendent of Seattle City Light**

**Date**

---



**Ray Hoffman,**  
**Director of Public Utilities**

3/12/13

**Date**

---

**Randy Engstrom**  
**Interim Director of Seattle Office of Arts & Cultural Affairs**

**Date**

**Attachments:** Plan Sheets MP1.02, MP1.04, MP1.06, and MP1.08

appropriate representatives of the affected departments will resolve the matter in a timely manner.

## 19. COUNTERPARTS

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

\*\*\*\*\*

---

Peter Hahn,  
Director of Transportation

Date

---

Christopher Williams,  
Acting Superintendent of Parks and Recreation

Date

---

Jorge Carrasco,  
Superintendent of Seattle City Light

Date

---

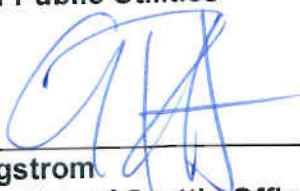
Ray Hoffman,  
Director of Public Utilities

Date

---

Randy Engstrom  
Interim Director of Seattle Office of Arts & Cultural Affairs

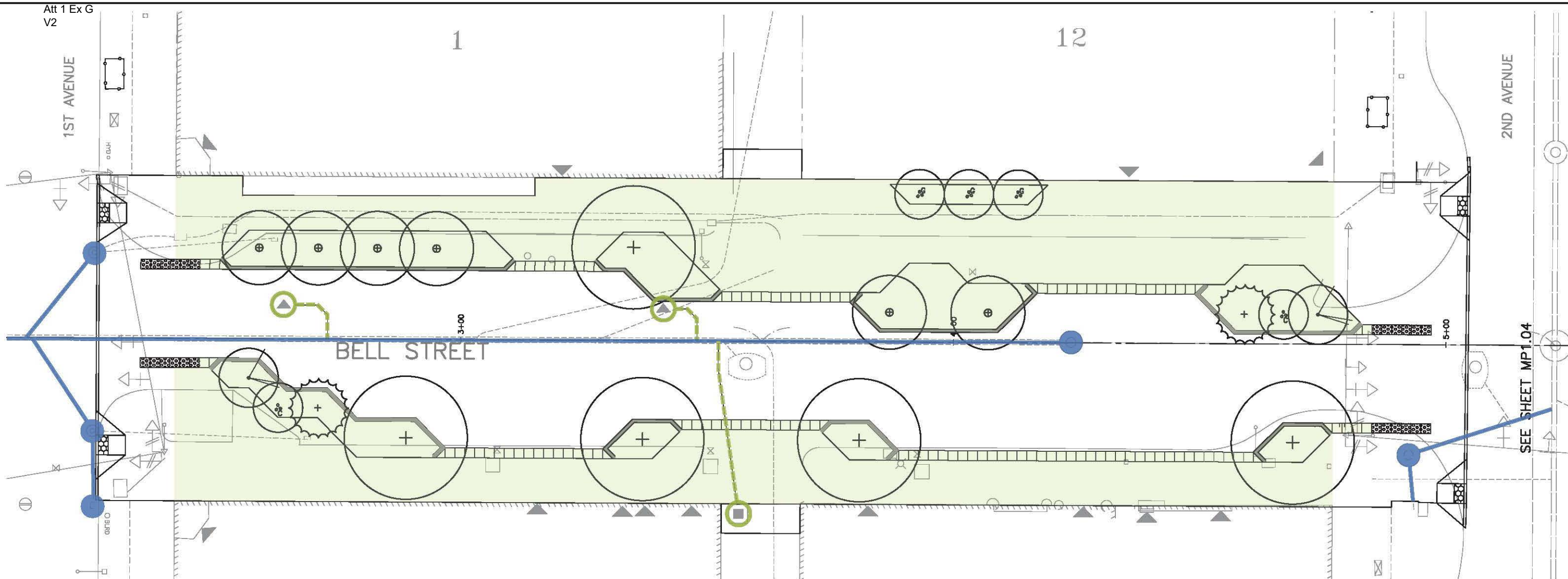
Date



3/4/13

Attachments: Plan Sheets MP1.02, MP1.04, MP1.06, and MP1.08



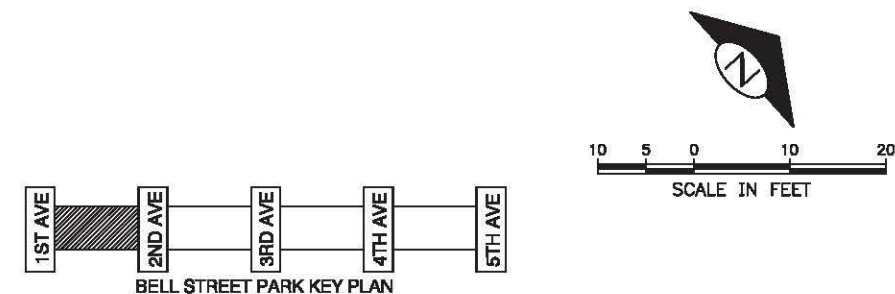


LEGEND:

- SDOT
- PARKS
- SPU STORM
- PARKS STORM
- BLACK TACTILE PAVERS

REVIEWED: \_\_\_\_\_ DATE \_\_\_\_\_  
PARK ENGINEER

All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.



90% STREET IMPROVEMENT PLAN/100% PARKS REVIEW  
NOT FOR CONSTRUCTION

**SvR** DESIGN COMPANY  
1205 SECOND AVE, SUITE 200  
SEATTLE, WA 98101  
T 206.222.0250  
F 206.222.0135  
www.svrdesign.com

**PLEASE CALL  
BEFORE YOU DIG.**  
See COS Section  
1-07.28 and RCW  
Chapter 19.122

REVIEWED BY SPU/WATER ENGINEERING	20.....
REVIEWED BY SPU/DRAINAGE	20.....
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING	20.....

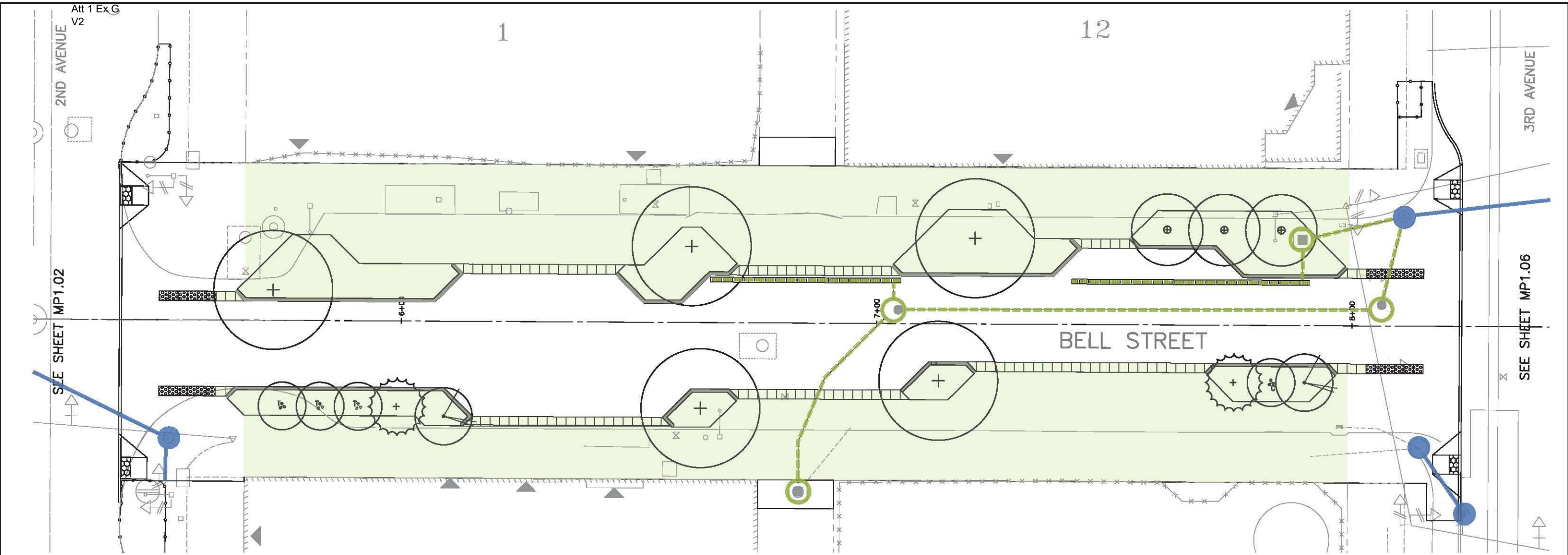
NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED: SCS/AML 11/09/2012	REVIEWED:
CHECKED: JVS 11/08/2012	PROJECT MANAGER
DRAWN: JZ/KSA 11/09/2012	DESIGN REVIEW JVS 11/09/2012
CHECKED: AML/JVS 11/08/2012	REVISED AS-BUILT

City of Seattle  
**Seattle Department  
of Transportation**

SCALE: H. V. INSPECTOR'S BOOK

**BELL STREET PARK**  
MOA MAINTENANCE PLAN  
1ST AVENUE TO 2ND AVENUE

SDOT PROJECT NO. 131891
VAULT PLAN NO.
VAULT SERIAL NO.
75 SHEET MP1.02 OF 473



**LEGEND:**

- SDOT
- PARKS
- SPU STORM
- PARKS STORM
- BLACK TACTILE PAVERS

**REVIEWED:**

PARK ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.

**BELL STREET PARK KEY PLAN**

1ST AVE 2ND AVE 3RD AVE 4TH AVE 5TH AVE

SCALE IN FEET

90% STREET IMPROVEMENT PLAN/100% PARKS REVIEW  
NOT FOR CONSTRUCTION

**SvR DESIGN COMPANY**

1205 SECOND AVE, SUITE 200  
SEATTLE, WA 98101  
T 206.223.0256  
F 206.223.0135  
www.svrdesign.com

**PLEASE CALL BEFORE YOU DIG.**  
See COS Section 1-07.28 and RCW Chapter 19.122

REVIEWED BY SPU/WATER ENGINEERING	20.....
REVIEWED BY SPU/DRAINAGE	20.....
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING	20.....

NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED: SCS/AML 11/09/2012	REVIEWED:
CHECKED: JVS 11/08/2012	PROJECT MANAGER
DRAWN: JZ/KSA 11/09/2012	DESIGN REVIEW JVS 11/09/2012
CHECKED: AML/TVS 11/08/2012	REVISED AS-BUILT

**City of Seattle**  
**Seattle Department of Transportation**

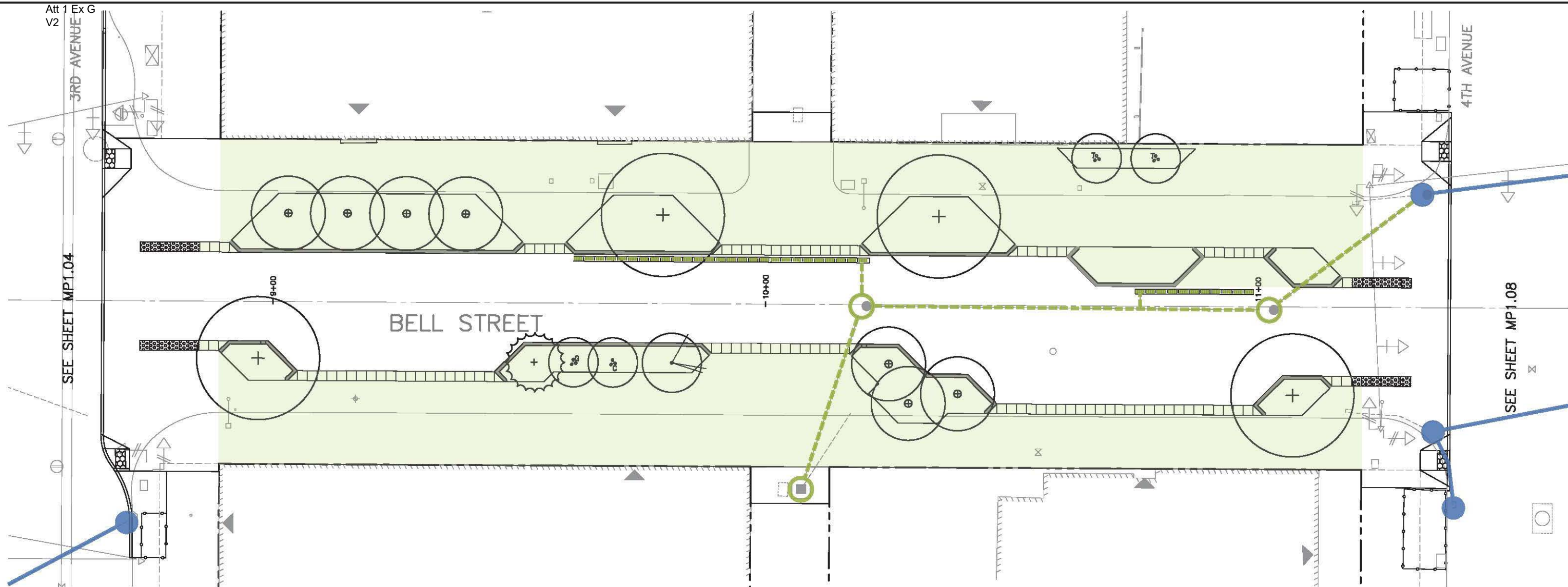
SCALE: H. V. INSPECTOR'S BOOK

**BELL STREET PARK**  
MOA MAINTENANCE PLAN  
2ND AVENUE TO 3RD AVENUE

SDOT PROJECT NO.	131891
VAULT PLAN NO.	
VAULT SERIAL NO.	
76	
SHEET MP1.04 OF	474

Printed: Nov 16, 2012 - 2:07:03pm By: amanda  
File: C:\061\00006\SSP\Current\MP1.04 MOA.mxd



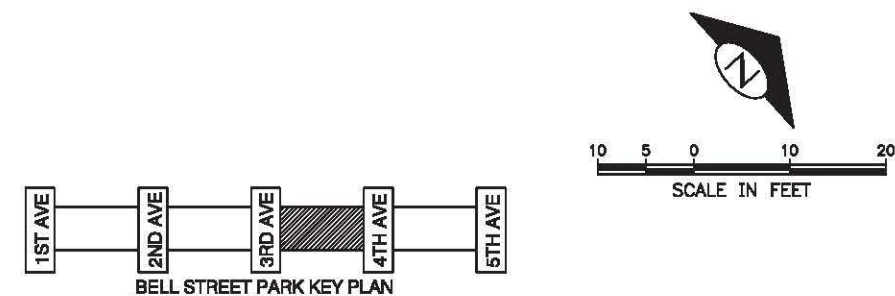


LEGEND:

- SDOT
- PARKS
- SPU STORM
- PARKS STORM
- BLACK TACTILE PAVERS

REVIEWED: \_\_\_\_\_ DATE \_\_\_\_\_  
PARK ENGINEER

All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.



90% STREET IMPROVEMENT PLAN/100% PARKS REVIEW  
NOT FOR CONSTRUCTION

**SvR** DESIGN COMPANY  
1205 SECOND AVE, SUITE 200  
SEATTLE, WA 98101  
T 206.333.0236  
F 206.333.0235  
www.svrdesign.com

**PLEASE CALL  
BEFORE YOU DIG.**  
See COS Section  
1-07.28 and RCW  
Chapter 19.122

REVIEWED BY SPU/WATER ENGINEERING	20....
REVIEWED BY SPU/DRAINAGE	20....
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING	20....

NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED: SCS/AML 11/09/2012	REVIEWED:
CHECKED: JVS 11/09/2012	PROJECT MANAGER
DRAWN: JZ/XSA 11/09/2012	DESIGN REVIEW JVS 11/09/2012
CHECKED: AML/TVS 11/09/2012	REVISED AS-BUILT

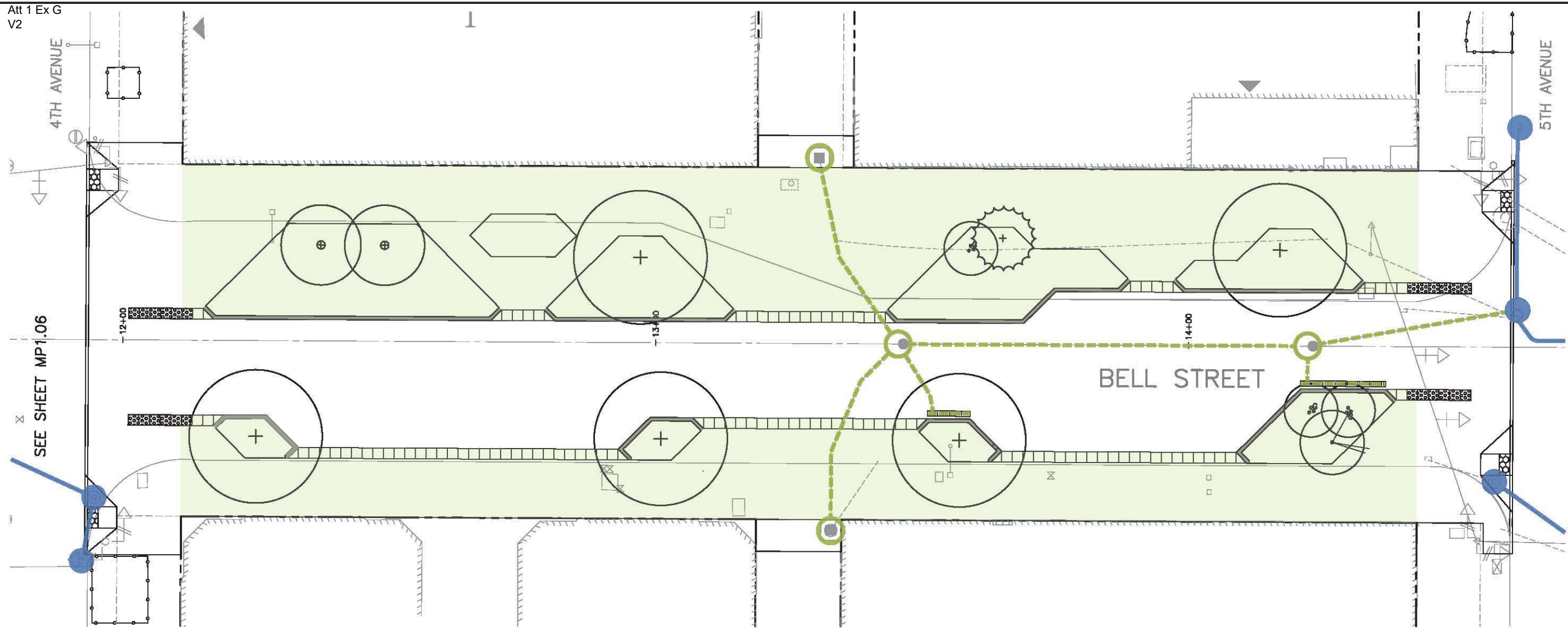
All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.

**City of Seattle**  
**Seattle Department**  
**of Transportation**

SCALE: H. V. INSPECTOR'S BOOK

**BELL STREET PARK**  
MOA MAINTENANCE PLAN  
3RD AVENUE TO 4TH AVENUE

SDOT PROJECT NO.	131891
VAULT PLAN NO.	
VAULT SERIAL NO.	
SHEET	MP1.06 OF 475

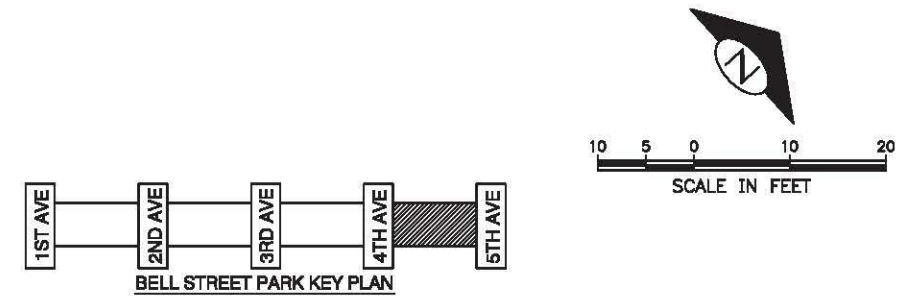


LEGEND:

- SDOT
- PARKS
- SPU STORM
- PARKS STORM
- BLACK TACTILE PAVERS

REVIEWED: \_\_\_\_\_ DATE \_\_\_\_\_  
PARK ENGINEER

All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.



90% STREET IMPROVEMENT PLAN/100% PARKS REVIEW  
NOT FOR CONSTRUCTION

**SvR DESIGN COMPANY**  
1205 SECOND AVE, SUITE 200  
SEATTLE, WA 98101  
T 206.223.0296  
F 206.223.0125  
www.svrdesign.com

**PLEASE CALL BEFORE YOU DIG.**  
See COS Section 1-07.28 and RCW Chapter 19.122

REVIEWED BY SPU/WATER ENGINEERING	20....	NAME OR INITIALS AND DATE	INITIALS AND DATE
DESIGNED: SCS/AML	11/09/2012	DESIGNED: SCS/AML	11/09/2012
CHECKED: JVS	11/09/2012	CHECKED: JVS	11/09/2012
DRAWN: JZ/XSA	11/09/2012	DRAWN: JZ/XSA	11/09/2012
CHECKED: AML/TVS	11/09/2012	CHECKED: AML/TVS	11/09/2012
DESIGN REVIEW: JVS	11/09/2012	DESIGN REVIEW: JVS	11/09/2012
APPROVED BY SPU/DRAINAGE	20....	PROJECT MANAGER	
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING	20....	REVISED AS-BUILT	

All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.

**City of Seattle**  
**Seattle Department of Transportation**

SCALE: H. V. INSPECTOR'S BOOK

**BELL STREET PARK**  
MOA MAINTENANCE PLAN  
4TH AVENUE TO 5TH AVENUE

SDOT PROJECT NO. 131891  
VAULT PLAN NO.  
VAULT SERIAL NO.  
78  
SHEET MP1.08 OF 476



Exhibit H - Ord. 123027 Auth from SDOT to SPR

Ordinance No. 123027

Council Bill No. 116560

AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

CF No. \_\_\_\_\_

Date Introduced:	<u>6-15-09</u>	
Date 1st Referred:	To: (committee)	Parks & Seattle Center (PSC)
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>6-29-09</u>	<u>9-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>6-30-09</u>	<u>7-8-09</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>7-8-09</u>	<u>5P</u>	
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

## The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by:   
Councilmember

### Committee Action:

6-23-09 pass as amended 2-0 TR, TB  
(C) LH

6-29-09 Pass as amended 9-0

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_  
(Initial/date)

*Law Department*

Law Dept. Review

OMP  
Review

City Clerk  
Review

Electronic  
Copy Loaded

Indexed



Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

ORDINANCE 123027

AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

WHEREAS, the Seattle City Council embraced the Goals and Principles of Open Space Seattle 2100 by proclamation in May 2006, and later endorsed Open Space Seattle 2100 concepts to integrate green infrastructure and urban sustainability efforts; and

WHEREAS, in 1998 the Belltown / Denny Regrade Neighborhood Plan was completed, calling for creation of "Green Streets" on Bell and Blanchard Streets, as a creative way to provide usable open space and improve connections to adjacent parks and the waterfront; and

WHEREAS, in Resolution 31055 the Council created the Parks and Green Spaces Levy Citizens' Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects and a proposed set of options to fund the package; and

WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed and after spending many hours in open meetings and receiving public testimony and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145.5 million six-year levy proposal for park purposes before the voters of Seattle; and

WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2, the 2008 Parks and Green Spaces Levy before the voters of Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy (Levy) was approved by Seattle voters on November 4, 2008; and

WHEREAS, Resolution 31703, a companion legislation to Ordinance 122749, requests better coordination between City departments in creating green infrastructure and green

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

connections on City-owned land, including but not limited to, street ends, and utility and street rights-of-way, and requests the identification of prototype projects; and

WHEREAS, Seattle City Light is replacing infrastructure in the Bell Street right-of-way that provides the City with an opportunity to coordinate a joint Park Boulevard project on Bell Street, which is located in the Belltown Urban Village; and

WHEREAS, Ordinance 122749 identifies the Belltown Urban Village for a potential neighborhood park acquisition; and

WHEREAS, the Department of Parks and Recreation considers Belltown as significantly underserved with quality open space and is, therefore, a priority for additional development of parks and open space; and

WHEREAS, the development of a Park Boulevard would provide the same benefits as a neighborhood park and is a far more viable approach given the scarcity and high cost of land suitable for park acquisition and development in the downtown area; and

WHEREAS, the Belltown Community Council, the Belltown Business Association and the Belltown Housing and Land Use Committee have requested that the City prioritize development of Bell Street as a Park Boulevard (see Exhibit 1) over land acquisition; and

WHEREAS, the Parks and Green Spaces Levy Citizen Oversight Committee recommends that the Department of Parks and Recreation pursue the Bell Park Boulevard street project using Parks and Green Spaces Levy funds; and

WHEREAS, on April 27, 2009 the Parks and Green Spaces Levy Citizen Oversight Committee approved a Parks Department recommendation to amend Ordinance 122749 to transfer \$2.5 million from the acquisition to development category for Bell Street Park Boulevard Development, NOW, THEREFORE

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

Section 1. The portion of Bell Street described as follows (the "Designated Portion") is hereby designated as a park boulevard, and administrative jurisdiction over the property transferred, without charge, from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation:

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

That portion of Bell Street between First Avenue and Fifth Avenue directly abutting the following blocks:

BELL AND DENNYS 1<sup>ST</sup> ADD SUPL, BLK 27 & A. A. DENNYS 6TH ADD, BLK 41  
(between 1st and 2nd)

BELL AND DENNYS 2ND ADD, BLK 26 & WILLIAM N. BELLS 3RD ADD, BLK  
A (between 2nd and 3rd)

BELL AND DENNYS 2ND ADD, BLK 36 & WILLIAM N. BELLS 3RD ADD, BLK  
B (between 3rd and 4th)

BELLS 5TH ADD, BLK L and BELLS 5TH ADD, BLK K (between 4th and 5th)

Section 2. Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the Designated Portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.

Section 3. Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of the map, attached to this ordinance as Exhibit 1, depicting the Designated Portion. In the event of conflict between the map in Exhibit 1 and the descriptions in Section 1 of this Ordinance, the description in Section 1 shall control.

Section 4. It is the intent of this ordinance that, for purposes of the land use code, Title 23 of the Seattle Municipal Code, and other codes containing applicable development standards, the Designated Portion of Bell Street shall continue to be considered a street.

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

Section 5. To fund Bell Street Park Boulevard Development, \$2,500,000 allocated in the 2008 Parks and Green Spaces Levy Acquisition Category for Neighborhood Park Acquisitions is transferred to the Development Category, decreasing the Neighborhood Park Acquisition subcategory (K720010) from \$24,000,000 to \$21,500,000 and increasing the Neighborhood Parks and Playgrounds Development subcategory (K720020) from \$33,090,000 to \$35,590,000 and allocating \$2,500,000 to Bell Street Park Boulevard Development.

Section 6. In order to pay for necessary capital costs and expenses incurred, or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2009 budget was adopted, the appropriation for the following item in the 2009 Adopted Budget is increased from the funds shown, as follows:

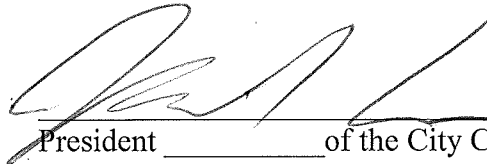
Fund	Department	Budget Control Level	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy – Neighborhood Parks and Playgrounds (K720020)	\$2,500,000

Section 7. The 2009-2014 Adopted Capital Improvement Program is amended to include the following new project and allocation as described in Exhibit 2 of this ordinance: Bell Street Park Boulevard Development.

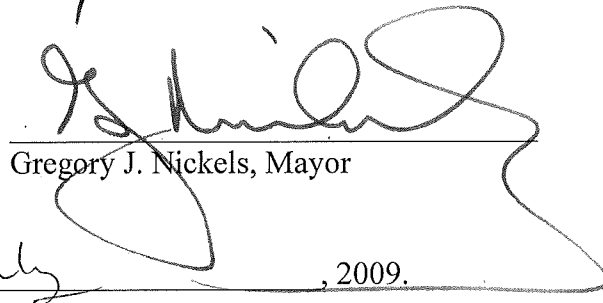
Section 8. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/25/09  
Version #7

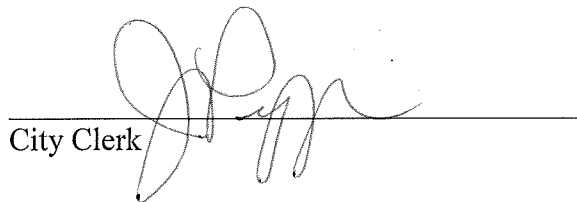
Passed by a three-fourths (3/4) vote of all the members of the City Council the 29<sup>th</sup>  
day of June, 2009, and signed by me in open session in authentication  
of its passage this 29 day of June, 2009.

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

Approved by me this 8<sup>th</sup> day of July, 2009.

  
\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this 8<sup>th</sup> day of July, 2009.

  
\_\_\_\_\_  
City Clerk

(Seal)

Exhibit 1: Bell Street Park Boulevard

Exhibit 2: 2008 Parks Levy Project Description



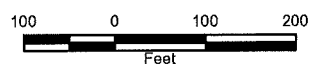
Exhibit 1



**Legend**

- Right-of-Way
- Area to be boulevard

**Bell Street Boulevard**



1 inch = 200 feet



©2009, CITY OF SEATTLE  
All rights reserved

No warranties of any sort, including  
accuracy, fitness or merchantability  
accompany this product.

Map date: May 28, 2009



Terry Roche  
DPR Bell Street Park Boulevard ORD Exhibit 2  
Version #3

## Exhibit 2

### 2008 Parks Levy Project Description (2009-2014 Capital Improvement Program)

#### Bell Street Park Boulevard Development

<b>BCL/Program Name:</b>	2008 Parks Levy- Neighborhood Parks and Playgrounds	<b>BCL/Program Code:</b>	K720020
<b>Project Type:</b>	New Facility	<b>Start Date:</b>	3rd Quarter 2009
<b>Project ID:</b>	K730138	<b>End Date:</b>	4th Quarter 2010
<b>Location:</b>	Bell Street between 1 <sup>st</sup> Avenue and 5th Avenue		
<b>Neighborhood Plan:</b>	Denny Regrade/Belltown	<b>Neighborhood Plan Matrix:</b>	K51.2
<b>Neighborhood District:</b>	Downtown	<b>Urban Village:</b>	Denny Regrade/Belltown Urban Village/Center

This project funds the development of Bell Street between 1<sup>st</sup> Avenue and 5th Avenue as a Park Boulevard. After transfer of jurisdiction for this portion of Bell Street from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation, new park space will be created for the Belltown neighborhood. This project is part of the 2008 Parks Levy.

	LTD Actuals	2009	2010	2011	2012	2013	2014	Total
<b>Revenue Sources</b>								
Seattle Voter-Approved Levy	0	2,500	0	0	0	0	0	2,500
<b>Project Total:</b>	0	2,500	0	0	0	0	0	2,500
<b>Fund</b>								
<b>Appropriations/Allocations</b>								
2008 Parks Levy Fund	0	2,500	0	0	0	0	0	2,500
<b>Appropriations Total*</b>	0	2,500	0	0	0	0	0	2,500
<b>O &amp; M Costs (Savings)</b>	0	N/C	N/C	N/C	N/C	N/C	N/C	N/C

\*This detail is for information only. Funds are appropriated in the budget at the Budget Control Level. Amount in thousands of dollars.

**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Parks and Recreation	Terry Roche/233-2776	Marshall Foster /684-8413

**Legislation Title:** AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

**Summary and background of the Legislation:** This legislation:

1. Designates a portion of Bell Street between 1st Avenue and 5th Avenue as a Park Boulevard;
2. Transfers jurisdiction of that portion from the Seattle Department of Transportation to the Department of Parks and Recreation;
3. Transfers \$2.5 million allocated in the 2008 Parks and Green Spaces Levy from the Acquisition Category to the Development Category, decreasing the Neighborhood Park Acquisition subcategory (K720010) and increasing the Neighborhood Parks and Playgrounds Development subcategory (K720020); and
4. Establishes a new project, Bell Street Park Boulevard Development (K730138) in the 2009-2014 Adopted Capital Improvement Program and appropriates \$2,500,000 for this project.

The Belltown neighborhood has the city's highest residential density and contains the majority of Downtown's residents, yet lacks adequate parks and open space. This legislation designates a portion of Bell Street (from 1<sup>st</sup> Avenue to 5<sup>th</sup> Avenue) as a Park Boulevard and transfers administrative jurisdiction for that portion of Bell Street from the Seattle Department of Transportation (SDOT) to the Seattle Department of Parks and Recreation (DPR). This will allow DPR to develop this right-of-way for park use and extend the regulations for City of Seattle park lands to portions of this property. As a Park Boulevard, the parcel will provide useable park space in the dense urban setting of Belltown while continuing to serve traffic functions.

In 2007, the Seattle City Council created the Parks and Green Levy Citizens' Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects and a proposed set of options to fund the package. The Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed, spending many hours in open meetings receiving public testimony,

and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145 Million Dollar six-year levy proposal for park purposes, before the voters of Seattle. In response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2 before the voters of Seattle. Seattle voters approved the 2008 Parks and Green Spaces Levy on November 4, 2008.

As a companion piece of legislation to Ordinance 122749, Resolution 31073 articulated the need for better coordination between City departments in creating green infrastructure and green connections on City-owned land and to develop prototype projects. Seattle City Light is currently replacing infrastructure in the Bell Street right-of-way which provides the City with an opportunity to deliver the Park Boulevard project with some cost savings by coordinating with the City Light project.

Belltown Urban Village is identified in Ordinance 122749 as a priority neighborhood park acquisition area. Development of a Park Boulevard meets the goals of the Belltown neighborhood plan, which calls for the development of a Park Boulevard as a strategy for providing more green space in the neighborhood. Development of a Park Boulevard would provide the benefits of a new neighborhood park at a fraction of the cost. In May 2009, the Parks and Green Spaces Levy Citizen Oversight Committee recommended that the Department of Parks and Recreation pursue the Bell Street Park Boulevard project using Parks and Green Spaces Levy funds.

If this legislation passes and the site is transferred to Parks and designated as a Park Boulevard, the Department of Transportation and the Department of Parks and Recreation will enter into a Memorandum of Understanding (MOU) relating to park improvements, maintenance and operations, street use, liability, and other responsibilities relevant to the project.

Existing SDOT maintenance, permitting, and other responsibilities for those portions of the Park Boulevard shall remain in place until the Bell Street Park Boulevard project is under construction. Consequently, no additional operation and maintenance funds are needed at this time. When the park is developed there will be additional operational and maintenance costs. Costs have not been calculated yet, but will be incorporated in future annual budget processes.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Bell Street Park Boulevard Development	K730138	Bell Street between 1st Avenue and 5th Avenue	3 <sup>rd</sup> Quarter 2009	4 <sup>th</sup> Quarter 2010

**X** **This legislation creates, funds, or anticipates a new CIP Project.** The current CIP is being amended through this ordinance.

**X This legislation has financial implications.**

***Appropriations:***

<b>Fund Name and Number</b>	<b>Department</b>	<b>Budget Control Level*</b>	<b>Existing 2009 Appropriation</b>	<b>New 2009 Appropriation (if any)</b>	<b>2010 Anticipated Appropriation</b>
2008 Parks Levy Fund #33860	Parks & Recreation	2008 Parks Levy-Neighborhood Parks and Playgrounds (K720020)	\$8,800,000	\$2,500,000	
<b>TOTAL</b>			<b>\$8,800,000</b>	<b>\$2,500,000</b>	

**Notes:** \$7,400,000 was appropriated via Ordinance 122959; legislation was sent to Council in May 2009 to appropriate another \$1,400,000 for this BCL.

***Spending Plan and Future Appropriations for Capital Projects (\$000's):***

<b>Spending Plan and Budget</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>
Spending Plan	\$ 500	\$2,000					<b>\$2,500</b>
Current Year Appropriation	\$2,500						
Future Appropriations							<b>0</b>

**Notes:** Improvements include removing existing pavement, sidewalk (50% to remain) and curb; installing new standard and paver sidewalk, new curb, asphalt overlay for travel lane, bio-retention and traditional underground detention to satisfy code compliance (flow control in CSO basin), create on-street parking; and wheel chair ramps. Temporary asphalt pavement, curb and sidewalk, along the south curb between 2nd Ave and 5th Ave. will be removed and replaced with permanent facilities.

This estimate is for the project addressed in this legislation only. Levy projects received appropriation authority for Levy proceeds in Ordinance 122959 and additional appropriations are being requested in conjunction with the Jobs Forward Initiative.

***Funding source (\$000's):***

<b>Funding Source (Fund Name and Number, if applicable)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>
2008 Parks Levy Fund (33860)	\$2,500	\$0	\$0	\$0	\$0	\$0	\$2,500
<b>TOTAL</b>	<b>\$2,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,500</b>

**Notes:** The appropriation for the project in this legislation is just one portion of the funds expected from the 2008 Parks Levy to be deposited in the 2008 Parks Levy Fund each May and November.

**Bond Financing Required:** N/A

**Uses and Sources for Operation and Maintenance Costs for the Project:** N/C

<b>O&amp;M</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Total</b>
<b>Uses</b>	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Start Up							
On-going							
<b>Sources (itemize)</b>	N/C	N/C	N/C	N/C	N/C	N/C	N/C

**Notes:** Implementation of this Levy project will lead to increased operating costs for DPR. The Levy does not include funding for ongoing costs, so other City resources will be needed. Costs have not been calculated yet, but will be incorporated in future annual budget processes.

**Periodic Major Maintenance costs for the project:** N/C

<b>Major Maintenance Item</b>	<b>Frequency</b>	<b>Cost</b>	<b>Likely Funding Source</b>
<b>TOTAL</b>	N/C	N/C	TBD

**Funding sources for replacement of project:** The Levy does not provide a revenue source for ongoing major maintenance.

**Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact:** None. Existing staff who had been working on the 2000 Pro Parks Levy will transition to this project.

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2009 Positions	2009 FTE	2010 Positions **	2010 FTE **
<b>TOTAL</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Notes:** Funding for ongoing maintenance positions (or portions of) may be requested with future legislation or in the annual budget process.

- **Do positions sunset in the future?** N/A

**What is the financial cost of not implementing the legislation:** The development of a Park Boulevard would provide the same benefits as a neighborhood park and is a far more viable approach given the scarcity and high cost of land suitable for park acquisition and development in the downtown area. Not implementing this legislation would forego this opportunity.

- **Does this legislation affect any departments besides the originating department?**

Yes. Seattle Department of Transportation, Seattle Public Utilities, and Seattle City Light. SDOT and Parks are negotiating a Memorandum of Understanding to define their respective operations and maintenance responsibilities. Existing maintenance agreements are sufficient to cover potential responsibilities of Seattle City Light and Seattle Public Utilities.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives**

Buying private property in the neighborhood at a significantly higher cost. Based on current land prices, a comparable project on a private parcel is estimated to cost \$7.6 million, assuming \$300 – \$350 per square foot in land acquisition costs.

- **Is the legislation subject to public hearing requirements:** No
- **Other Issues** None.

**Please list attachments to the fiscal note below:**



# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

June 2, 2009

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill designating a portion of Bell Street between 1<sup>st</sup> and 5<sup>th</sup> Avenues as a Park Boulevard and transferring jurisdiction of that portion from the Department of Transportation to the Department of Parks and Recreation. The directors of the two departments will negotiate and enter into a Memorandum of Understanding to define their respective operations and maintenance responsibilities.

The Belltown neighborhood has the city's highest residential density, yet lacks adequate parks and open space. The Bell Street Park Boulevard, first envisioned in the 1998 Belltown Neighborhood Plan and supported by a range of Belltown organizations, represents an innovative, efficient use of funding from the 2008 Parks and Green Spaces Levy. It will provide high-quality open space to the Belltown community, demonstrate sustainable stormwater management, and provide a model for the rest of the city.

Thank you for your consideration of this legislation. Should you have questions, please contact Tim Gallagher, Parks Superintendent, at 684-8022.

Sincerely,



GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council





Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

## ORDINANCE

AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

WHEREAS, the Seattle City Council embraced the Goals and Principles of Open Space Seattle 2100 by proclamation in May 2006, and later endorsed Open Space Seattle 2100 concepts to integrate green infrastructure and urban sustainability efforts; and

WHEREAS, in 1998 the Belltown / Denny Regrade Neighborhood Plan was completed, calling for creation of "Green Streets" on Bell and Blanchard Streets, as a creative way to provide usable open space and improve connections to adjacent parks and the waterfront; and

WHEREAS, in Resolution 31055 the Council created the Parks and Green Spaces Levy Citizens' Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects and a proposed set of options to fund the package; and

WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed and after spending many hours in open meetings and receiving public testimony and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145.5 million six-year levy proposal for park purposes before the voters of Seattle; and

WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2, the 2008 Parks and Green Spaces Levy before the voters of Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy (Levy) was approved by Seattle voters on November 4, 2008; and

WHEREAS, Resolution 31703, a companion legislation to Ordinance 122749, requests better coordination between City departments in creating green infrastructure and green

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

connections on City-owned land, including but not limited to, street ends, and utility and street rights-of-way, and requests the identification of prototype projects; and

WHEREAS, Seattle City Light is replacing infrastructure in the Bell Street right-of-way that provides the City with an opportunity to coordinate a joint Park Boulevard project on Bell Street, which is located in the Belltown Urban Village; and

WHEREAS, Ordinance 122749 identifies the Belltown Urban Village for a potential neighborhood park acquisition; and

WHEREAS, the Department of Parks and Recreation considers Belltown as significantly underserved with quality open space and is, therefore, a priority for additional development of parks and open space; and

WHEREAS, the development of a Park Boulevard would provide the same benefits as a neighborhood park and is a far more viable approach given the scarcity and high cost of land suitable for park acquisition and development in the downtown area; and

WHEREAS, the Belltown Community Council, the Belltown Business Association and the Belltown Housing and Land Use Committee have requested that the City prioritize development of Bell Street as a Park Boulevard (see Exhibit 1) over land acquisition; and

WHEREAS, the Parks and Green Spaces Levy Citizen Oversight Committee recommends that the Department of Parks and Recreation pursue the Bell Park Boulevard street project using Parks and Green Spaces Levy funds; and

WHEREAS, on April 27, 2009 the Parks and Green Spaces Levy Citizen Oversight Committee approved a Parks Department recommendation to amend Ordinance 122749 to transfer \$2.5 million from the acquisition to development category for Bell Street Park Boulevard Development, NOW, THEREFORE

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

Section 1. The portion of Bell Street described as follows (the "Designated Portion") is hereby designated as a park boulevard, and administrative jurisdiction over the property transferred, without charge, from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation:

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

That portion of Bell Street between First Avenue and Fifth Avenue directly abutting the following blocks, including the alleys in each block:

BELL AND DENNYS 1<sup>ST</sup> ADD SUPL, BLK 27 & A. A. DENNYS 6TH ADD, BLK 41  
(between 1st and 2nd)

BELL AND DENNYS 2ND ADD, BLK 26 & WILLIAM N. BELLS 3RD ADD, BLK  
A (between 2nd and 3rd)

BELL AND DENNYS 2ND ADD, BLK 36 & WILLIAM N. BELLS 3RD ADD, BLK  
B (between 3rd and 4th)

BELLS 5TH ADD, BLK L and BELLS 5TH ADD, BLK K (between 4th and 5th)

Section 2. Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the Designated Portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.

Section 3. Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of the map, attached to this ordinance as Exhibit 1, depicting the Designated Portion. In the event of conflict between the map in Exhibit 1 and the descriptions in Section 1 of this Ordinance, the description in Section 1 shall control.

Section 4. To fund Bell Street Park Boulevard Development, \$2,500,000 allocated in the 2008 Parks and Green Spaces Levy Acquisition Category for Neighborhood Park Acquisitions is transferred to the Development Category, decreasing the Neighborhood Park Acquisition subcategory (K720010) from \$24,000,000 to \$21,500,000 and increasing the

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

Neighborhood Parks and Playgrounds Development subcategory (K720020) from \$33,090,000 to \$35,590,000 and allocating \$2,500,000 to Bell Street Park Boulevard Development.

Section 5. In order to pay for necessary capital costs and expenses incurred, or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2009 budget was adopted, the appropriation for the following item in the 2009 Adopted Budget is increased from the funds shown, as follows:

Fund	Department	Budget Control Level	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy – Neighborhood Parks and Playgrounds (K720020)	\$2,500,000

Section 6. The 2009-2014 Adopted Capital Improvement Program is amended to include the following new project and allocation as described in Exhibit 2 of this ordinance: Bell Street Park Boulevard Development.

Section 7. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/10/09  
Version #5

1  
2 Passed by a three-fourths (3/4) vote of all the members of the City Council the \_\_\_\_  
3 day of \_\_\_\_\_, 2009, and signed by me in open session in authentication  
4 of its passage this \_\_\_\_ day of \_\_\_\_\_, 2009.

5  
6  
7 President \_\_\_\_\_ of the City Council

8  
9 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

10  
11  
12 Gregory J. Nickels, Mayor

13  
14 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

15  
16  
17 City Clerk

18 (Seal)

19  
20 Exhibit 1: Bell Street Park Boulevard

21 Exhibit 2: 2008 Parks Levy Project Description  
22  
23  
24  
25  
26  
27  
28

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
Version #6

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

AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1<sup>st</sup> Avenue and 5<sup>th</sup> Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

WHEREAS, the Seattle City Council embraced the Goals and Principles of Open Space Seattle 2100 by proclamation in May 2006, and later endorsed Open Space Seattle 2100 concepts to integrate green infrastructure and urban sustainability efforts; and

WHEREAS, in 1998 the Belltown / Denny Regrade Neighborhood Plan was completed, calling for creation of "Green Streets" on Bell and Blanchard Streets, as a creative way to provide usable open space and improve connections to adjacent parks and the waterfront; and

WHEREAS, in Resolution 31055 the Council created the Parks and Green Spaces Levy Citizens' Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects and a proposed set of options to fund the package; and

WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed and after spending many hours in open meetings and receiving public testimony and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145.5 million six-year levy proposal for park purposes before the voters of Seattle; and

WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2, the 2008 Parks and Green Spaces Levy before the voters of Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy (Levy) was approved by Seattle voters on November 4, 2008; and

WHEREAS, Resolution 31703, a companion legislation to Ordinance 122749, requests better coordination between City departments in creating green infrastructure and green

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
Version #6

connections on City-owned land, including but not limited to, street ends, and utility and street rights-of-way, and requests the identification of prototype projects; and

WHEREAS, Seattle City Light is replacing infrastructure in the Bell Street right-of-way that provides the City with an opportunity to coordinate a joint Park Boulevard project on Bell Street, which is located in the Belltown Urban Village; and

WHEREAS, Ordinance 122749 identifies the Belltown Urban Village for a potential neighborhood park acquisition; and

WHEREAS, the Department of Parks and Recreation considers Belltown as significantly underserved with quality open space and is, therefore, a priority for additional development of parks and open space; and

WHEREAS, the development of a Park Boulevard would provide the same benefits as a neighborhood park and is a far more viable approach given the scarcity and high cost of land suitable for park acquisition and development in the downtown area; and

WHEREAS, the Belltown Community Council, the Belltown Business Association and the Belltown Housing and Land Use Committee have requested that the City prioritize development of Bell Street as a Park Boulevard (see Exhibit 1) over land acquisition; and

WHEREAS, the Parks and Green Spaces Levy Citizen Oversight Committee recommends that the Department of Parks and Recreation pursue the Bell Park Boulevard street project using Parks and Green Spaces Levy funds; and

WHEREAS, on April 27, 2009 the Parks and Green Spaces Levy Citizen Oversight Committee approved a Parks Department recommendation to amend Ordinance 122749 to transfer \$2.5 million from the acquisition to development category for Bell Street Park Boulevard Development, NOW, THEREFORE

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

Section 1. The portion of Bell Street described as follows (the "Designated Portion") is hereby designated as a park boulevard, and administrative jurisdiction over the property transferred, without charge, from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation:

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
Version #6

That portion of Bell Street between First Avenue and Fifth Avenue directly abutting the following blocks:

BELL AND DENNYS 1<sup>ST</sup> ADD SUPL, BLK 27 & A. A. DENNYS 6TH ADD, BLK 41  
(between 1st and 2nd)

BELL AND DENNYS 2ND ADD, BLK 26 & WILLIAM N. BELLS 3RD ADD, BLK  
A (between 2nd and 3rd)

BELL AND DENNYS 2ND ADD, BLK 36 & WILLIAM N. BELLS 3RD ADD, BLK  
B (between 3rd and 4th)

BELLS 5TH ADD, BLK L and BELLS 5TH ADD, BLK K (between 4th and 5th)

Section 2. Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the designated portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.

Section 3. Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of the map, attached to this ordinance as Exhibit 1, depicting the designated portion. In the event of conflict between the map in Exhibit 1 and the descriptions in Section 1 of this Ordinance, the description in Section 1 shall control.

Section 4. It is the intent of this ordinance that, for purposes of the land use code, Title 23 of the Seattle Municipal Code, and other codes containing applicable development standards, the designated portion of Bell Street shall continue to be considered a street.



Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
Version #6

Section 5. To fund Bell Street Park Boulevard Development, \$2,500,000 allocated in the 2008 Parks and Green Spaces Levy Acquisition Category for Neighborhood Park Acquisitions is transferred to the Development Category, decreasing the Neighborhood Park Acquisition subcategory (K720010) from \$24,000,000 to \$21,500,000 and increasing the Neighborhood Parks and Playgrounds Development subcategory (K720020) from \$33,090,000 to \$35,590,000 and allocating \$2,500,000 to Bell Street Park Boulevard Development.

Section 6. In order to pay for necessary capital costs and expenses incurred, or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2009 budget was adopted, the appropriation for the following item in the 2009 Adopted Budget is increased from the funds shown, as follows:

Fund	Department	Budget Control Level	Amount
2008 Parks Levy Fund (33860)	Parks and Recreation	2008 Parks Levy – Neighborhood Parks and Playgrounds (K720020)	\$2,500,000

Section 7. The 2009-2014 Adopted Capital Improvement Program is amended to include the following new project and allocation as described in Exhibit 2 of this ordinance: Bell Street Park Boulevard Development.

Section 8. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Terry Roche/Norm Schwab  
DPR Bell Street Park Boulevard ORD  
6/23/09  
Version #6

1  
2 Passed by a three-fourths (3/4) vote of all the members of the City Council the \_\_\_\_  
3 day of \_\_\_\_\_, 2009, and signed by me in open session in authentication  
4 of its passage this \_\_\_\_ day of \_\_\_\_\_, 2009.

5  
6  
7 President \_\_\_\_\_ of the City Council

8  
9 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

10  
11  
12 Gregory J. Nickels, Mayor

13  
14 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

15  
16 City Clerk

17 (Seal)

18  
19 Exhibit 1: Bell Street Park Boulevard

20 Exhibit 2: 2008 Parks Levy Project Description

---

**STATE OF WASHINGTON – KING COUNTY**

--SS.

---

241764  
CITY OF SEATTLE, CLERKS OFFICE

No.

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

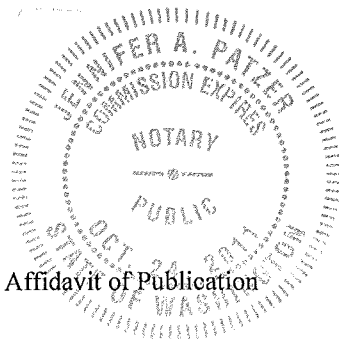
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123027 ORDINANCE

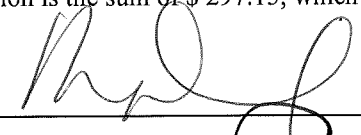
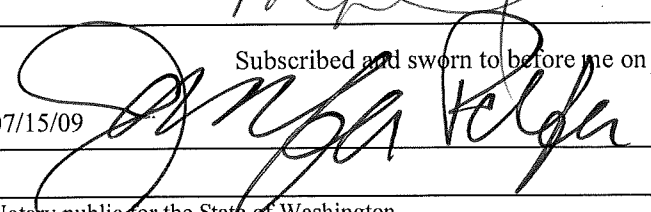
was published on

07/15/09

The amount of the fee charged for the foregoing publication is the sum of \$ 297.15, which amount has been paid in full.



Affidavit of Publication

  
Subscribed and sworn to before me on  
07/15/09   
Notary public for the State of Washington,  
residing in Seattle

# City of Seattle

## ORDINANCE 123027

AN ORDINANCE relating to a portion of Bell Street and the 2008 Parks and Green Space Levy; designating a portion of Bell Street between 1st Avenue and 5th Avenue as a park boulevard; amending Appendices I and II to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards); transferring administrative jurisdiction over that portion of Bell Street from the Seattle Department of Transportation to the Department of Parks and Recreation; authorizing the transfer of 2008 Parks and Green Spaces Levy allocations between categories; amending the 2009-2014 Capital Improvement Program; establishing a new project; and increasing appropriations in connection thereto; all by a three-fourths vote of the City Council.

WHEREAS, the Seattle City Council embraced the Goals and Principles of Open Space Seattle 2100 by proclamation in May 2006, and later endorsed Open Space Seattle 2100 concepts to integrate green infrastructure and urban sustainability efforts; and

WHEREAS, in 1998 the Belltown/Denny Regrade Neighborhood Plan was completed, calling for creation of "Green Streets" on Bell and Blanchard Streets, as a creative way to provide usable open space and improve connections to adjacent parks and the waterfront; and

WHEREAS, in Resolution 31055 the Council created the Parks and Green Spaces Levy Citizens' Advisory Committee to ensure citizen participation in the development of a potential package of parks, open space, boulevards, trails, green infrastructure, and recreation projects and a proposed set of options to fund the package; and

WHEREAS, the Parks and Green Spaces Levy Citizens' Advisory Committee, after being duly appointed and after spending many hours in open meetings and receiving public testimony and deliberating on the levy, voted by a strong majority to recommend that the City Council place a \$145.5 million six-year levy proposal for park purposes before the voters of Seattle; and

WHEREAS, in response to this recommendation, the City Council passed Ordinance 122749, placing Proposition 2, the 2008 Parks and Green Spaces Levy before the voters of Seattle; and

WHEREAS, the 2008 Parks and Green Spaces Levy (Levy) was approved by Seattle voters on November 4, 2008; and

WHEREAS, Resolution 31703, a companion legislation to Ordinance 122749, requests better coordination between City departments in creating green infrastructure and green connections on City-owned land, including but not limited to, street ends, and utility and street rights-of-way, and requests the identification of prototype projects; and

WHEREAS, Seattle City Light is replacing infrastructure in the Bell Street right-of-way that provides the City with an opportunity to coordinate a joint Park Boulevard project on Bell Street, which is located in the Belltown Urban Village; and

WHEREAS, Ordinance 122749 identifies the Belltown Urban Village for a potential neighborhood park acquisition; and

WHEREAS, the Department of Parks and Recreation considers Belltown as significantly underserved with quality open space and is, therefore, a priority for additional development of parks and open space; and

WHEREAS, the development of a Park Boulevard would provide the same benefits as a neighborhood park and is a far more viable approach given the scarcity and high cost of land suitable for park acquisition and development in the downtown area; and

WHEREAS, the Belltown Community Council, the Belltown Business Association and the Belltown Housing and Land Use Committee have requested that the City prioritize development of Bell Street as a Park Boulevard (see Exhibit 1) over land acquisition; and

WHEREAS, the Parks and Green Spaces Levy Citizen Oversight Committee recommends that the Department of Parks and Recreation pursue the Bell Park Boulevard street project using Parks and Green Spaces Levy funds; and

WHEREAS, on April 27, 2009 the Parks and Green Spaces Levy Citizen Oversight Committee approved a Parks Department recommendation to amend Ordinance 122749 to transfer \$2.5 million from the acquisition to development category for Bell Street Park Boulevard Development, NOW, THEREFORE

State of Was

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

Section 1. The portion of Bell Street described as follows (the "Designated Portion") is hereby designated as a park boulevard, and administrative jurisdiction over the property transferred, without charge, from the Seattle Department of Transportation to the Seattle Department of Parks and Recreation:

That portion of Bell Street between First Avenue and Fifth Avenue directly abutting the following blocks:

BELL AND DENNY 1ST ADD SUPPL, BLK 27 & A. A. DENNY 5TH ADD, BLK 41 (between 1st and 2nd)

BELL AND DENNY 2ND ADD, BLK 26 & WILLIAM N. BELLS 3RD ADD, BLK A (between 2nd and 3rd)

BELL AND DENNY 2ND ADD, BLK 36 & WILLIAM N. BELLS 3RD ADD, BLK B (between 3rd and 4th)

BELLS 5TH ADD, BLK L and BELLS 5TH ADD, BLK K (between 4th and 5th)

Section 2. Appendix I to Ordinance 117569 and to Title 15 of the Seattle Municipal Code (Description and Maps of Park Drives and Boulevards) is hereby amended to include the designated portion as a park boulevard, and the Code Reviser is directed to add it to Appendix I.

Section 3. Appendix II, Corresponding Maps of Park Drives and Boulevards, to Title 15 of the Seattle Municipal Code and to Ordinance 117569 is hereby amended by the addition of the map, attached to this ordinance as Exhibit 1, depicting the designated portion. In the event of conflict between the map in Exhibit 1 and the descriptions in Section 1 of this Ordinance, the description in Section 1 shall control.

Section 4. It is the intent of this ordinance that, for purposes of the land use code, Title 23 of the Seattle Municipal Code, and other codes containing applicable development standards, the designated portion of Bell Street shall continue to be considered a street.

Section 5. To fund Bell Street Park Boulevard Development, \$2,500,000 allocated in the 2008 Parks and Green Spaces Levy Acquisition Category for Neighborhood Park Acquisitions is transferred to the Development Category, decreasing the Neighborhood Park Acquisition subcategory (K720010) from \$24,000,000 to \$21,500,000 and increasing the Neighborhood Parks and Playgrounds Development subcategory (K720020) from \$33,090,000 to \$35,590,000 and allocating \$2,500,000 to Bell Street Park Boulevard Development.

Section 6. In order to pay for necessary capital costs and expenses incurred, or to be incurred, but for which insufficient appropriations were made due to causes that could not reasonably have been foreseen at the time the 2009 budget was adopted, the appropriation for the following item in the 2009 Adopted Budget is increased from the funds shown, as follows:

Fund -- Department -- Budget Control  
Level -- Amount

2008 Parks Levy Fund (33860) --  
Parks and Recreation -- 2008 Parks Levy  
-- Neighborhood Parks and Playgrounds  
(K720020) -- \$2,500,000

Section 7. The 2009-2014 Adopted Capital Improvement Program is amended to include the following new project and allocation as described in Exhibit 2 of this ordinance: Bell Street Park Boulevard Development.

Section 8. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths (3/4) vote of all the members of the City Council the 29th day of June, 2009, and signed by me in open session in authentication of its passage this 29th day of June, 2009.

Richard Conlin

President of the City Council

Approved by me this 8th day of July, 2009.

Gregory J. Nickels, Mayor

Filed by me this 8th day of July, 2009.

(Seal) Judith Pippin

City Clerk

Exhibit 1: Bell Street Park Boulevard

Exhibit 2: 2008 Parks Levy Project Description

See City Clerk for Exhibits

Publication ordered by JUDITH PIPPIN,  
City Clerk

Date of publication in the Seattle Daily  
Journal of Commerce, July 15, 2009.

7/15(241764)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Parks and Recreation	Paula Hoff	Justin Hellier

*\* 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 Parks and Recreation; authorizing an Operations and Management Agreement between The City of Seattle, a Washington State municipal corporation, by and through Seattle Parks and Recreation, and Downtown Business Improvement Association, a Washington State nonprofit corporation, to enter into an operation and management agreement for activation and programming services at Bell St. Park, Occidental Square, Pioneer Square and Westlake Park; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** DBIA shall provide services for, and on behalf of SPR, related to the primary activation and programming of Bell St. Park, Occidental Square, Pioneer Square and Westlake Park from January 1, 2023 to December 31, 2028. Under this agreement, we are expanding from two (Westlake Park and Occidental Square) to four downtown parks. Consistent with the existing agreement, this new agreement gives DBIA the authority to permit all programs and rentals (except for First Amendment events) and ensures accountability through annual reports. All funding from permitted programs and rentals supports DBIA's activation of these downtown parks. The expansion of this partnership is furthering the intent of the already-passed Seattle Park District Cycle 2 funding plan.

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

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

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

Does this legislation amend the Adopted Budget?      \_\_\_ Yes  X  No

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

This continues our long-time and successful partnership with DBIA to increase activation and programming that keeps our downtown parks safe, accessible, and inviting for all.

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

DBIA will be fundraising with a 3:1 dollar match of dedicated funds for downtown parks.  
This funding wouldn't exist without this 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?** It continues the activation of Westlake and Occidental Square and adds to the agreement Pioneer Square and Bell Street Park. Property maps are attached as Summary Exhibit A.

**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?**  
DBIA will prioritize BIPOC and other historically marginalized communities when planning programming and activation with a goal of 25% of contracts, vendors and concessions awarded to WMBE partners. This commitment includes BIPOC representation on the program planning task force.

**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)?**

Changes from the previous agreement:

- Includes two additional parks, Pioneer Square and Bell Street, to Westlake and Occidental Park that DBIA which they have been managing for the past 7 years.
- Allows DBIA to utilize sponsorship partners to help support some of the events (these need to be approved by Seattle Parks and Recreation)
- Requires a maintenance level study, comparing the national average of baseline maintenance required for comparable parks and the use of Park Rangers, that needs to be completed within the first 6 months of the contract.
- Requires an increased percentage of contractors, vendors, and concessionaires to be WIMBE partners. The requirement is now 25% (18% in the previous agreement).
- DBIA will track activation and programming to comply with the requirements for their annual report. This includes tracking the type of events, hours and attendance.

**Summary attachments:**

Summary Exhibit A – Property Maps

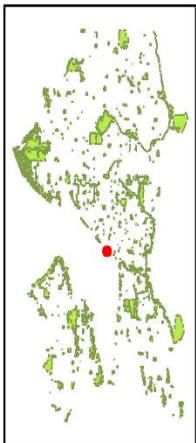
## Property Maps

### Occidental Square

*S Main St &  
Occidental Ave S*

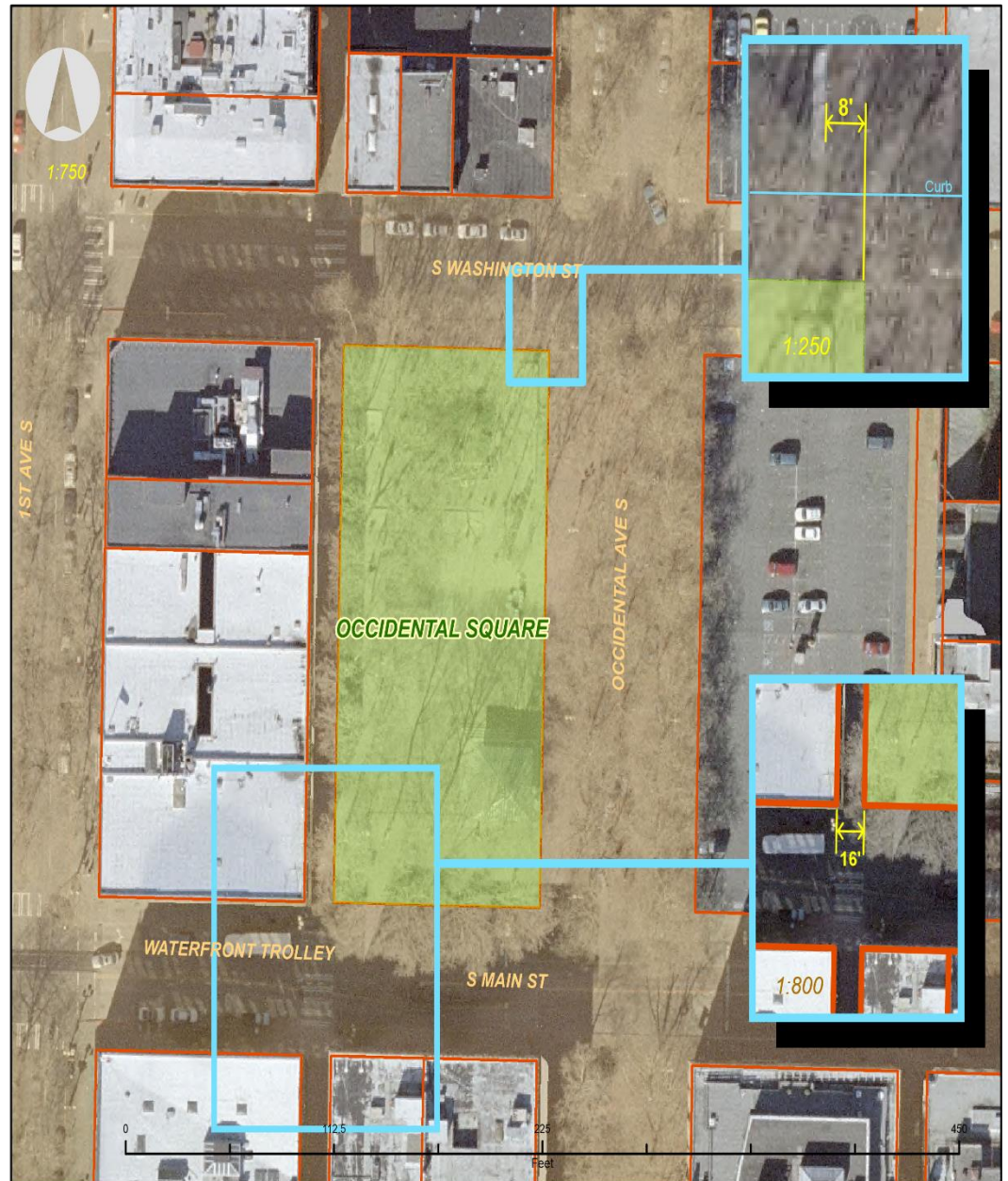
#### Legend

- Seattle Parks Property
- Parcel
- SDOT ROW

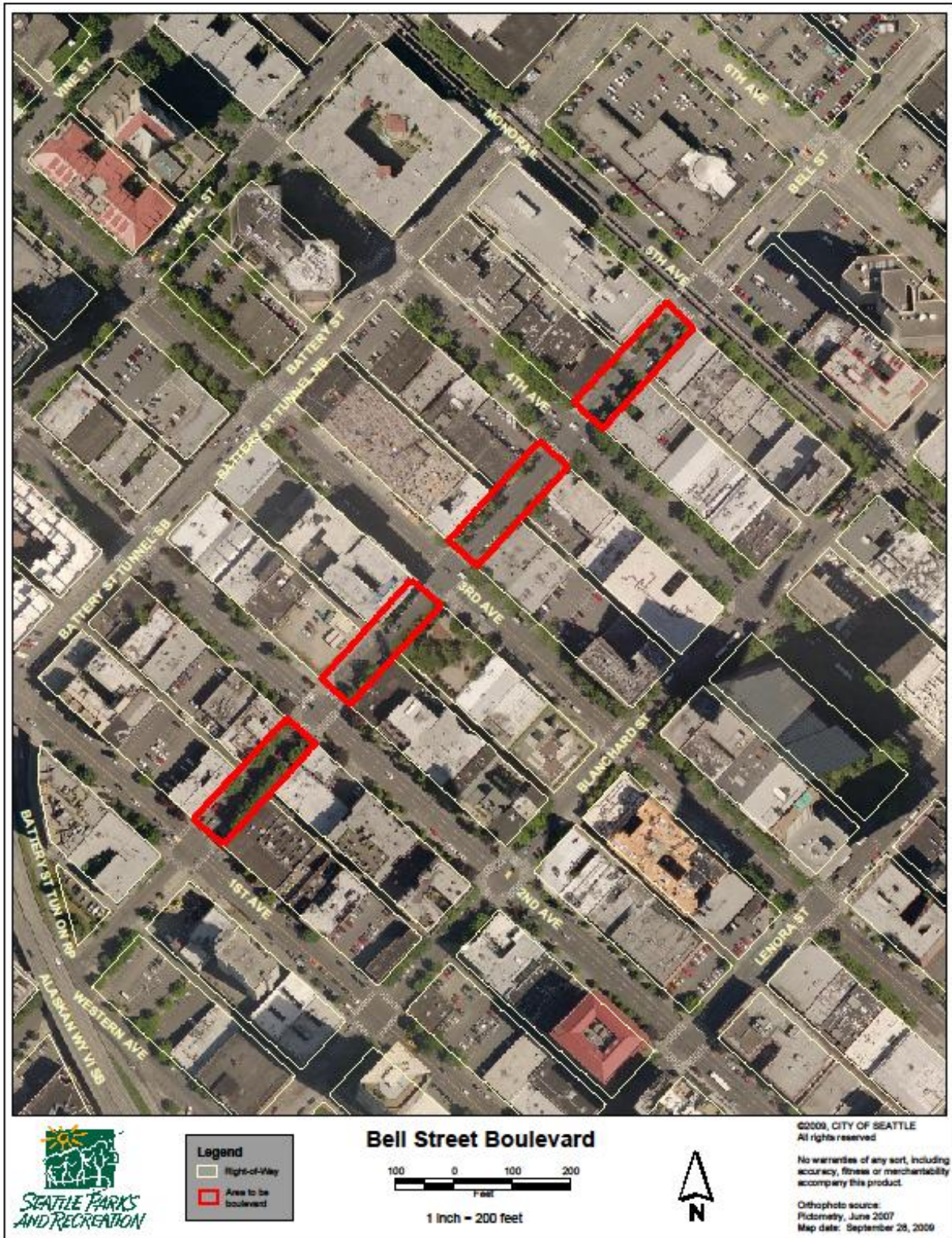


No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

Map date: Sept 6, 2012



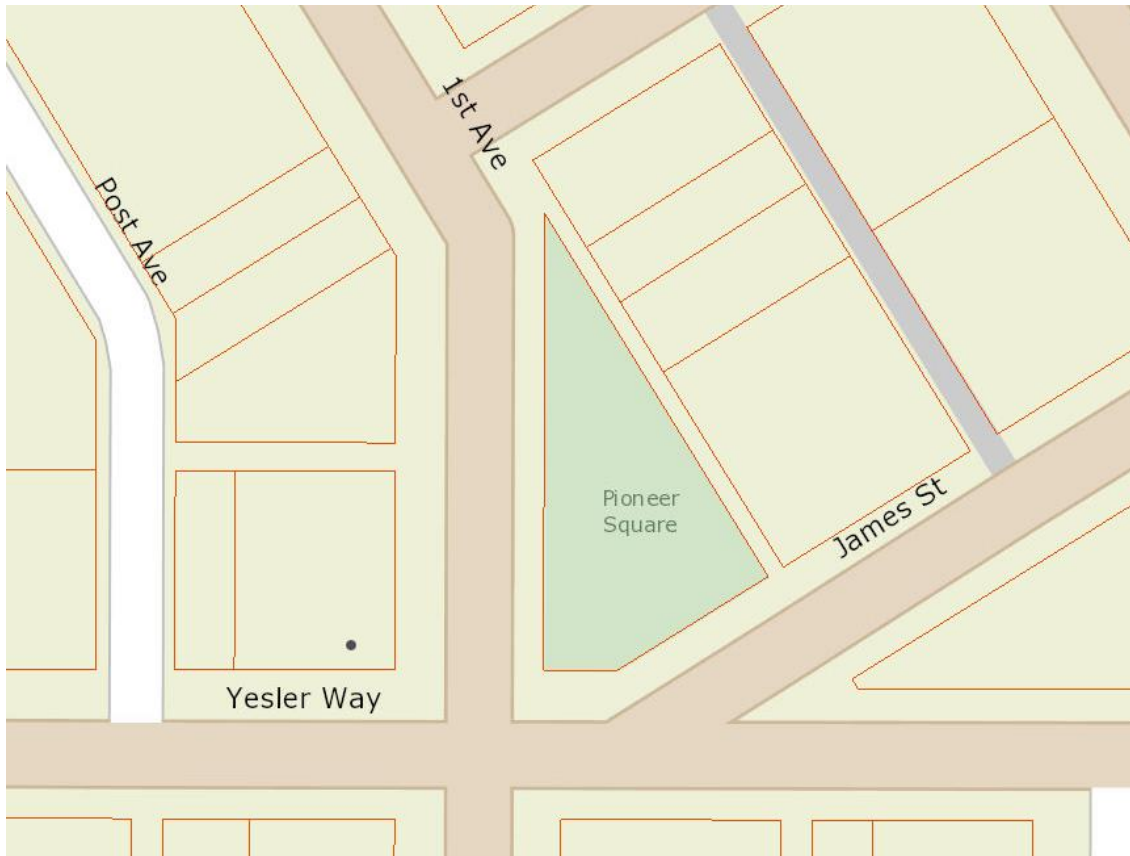






## Pioneer Square





Westlake Park







## Legislation Text

---

**File #:** CB 120667, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Second Amendment to the Easement Agreement; authorizing acceptance of a recording of the Second Amendment to the Easement Agreement; and ratifying and confirming certain prior acts.

WHEREAS, the Historic Seattle Preservation and Development Authority (HSPDA) is the owner of the residential structure commonly known as the Egan House (defined in these recitals) and located at 1500 Lakeview Boulevard, Seattle, Washington, and the Grantee of the House Easement (defined in these recitals) concerning the easement on which the Egan House is located and by which the Egan House is accessed and served with utilities. The City of Seattle (“City”) is the owner of the land encumbered by the Egan House and House Easement, which land is legally described within Attachment 1 to this ordinance, in Exhibit A (“Land”); and

WHEREAS, Gary M. Ernsdorff (“Ernsdorff”) conveyed the Egan House and Initial House Easement (defined below) to HSPDA through the Statutory Warranty Deed dated February 26, 1998 and recorded February 27, 1998 in the real property records of King County under No. 9802272144 (“HSPDA Deed”). Concurrently with such conveyance, Ernsdorff conveyed the Land (exclusive of the Egan House and subject to the Initial House Easement) to the City for open space, park and recreation purposes through the Statutory Warranty Deed dated February 26, 1998 and recorded February 27, 1998 in the real property records of King County under No. 9802272145 (“City Deed”). As used in these recitals, “Egan House” means the residential structure (including attached decks, piers and footings) located on the Land and “Initial House Easement” means an easement for ingress, egress and utilities to and from the

Egan House, together with an easement for maintenance and use of the Egan House within the footprint of the Egan House (including decks), each as more particularly described in the HSPDA Deed and City Deed. Under the HSPDA Deed, the Initial House Easement was scheduled to expire upon the earlier of material damage to or destruction of the Egan House, removal of the Egan House, or 50 years from the date of the deed; and

WHEREAS, the City and HSPDA subsequently amended the Initial House Easement under the Agreement dated May 15, 2002 and recorded May 22, 2002 in the real property records of King County under No. 20020522000346 (“First Amendment”). Under the First Amendment the City and HSPDA, among other modifications, expanded the permitted use under the House Easement to include repair, preservation, and restoration of the Egan House, and added an obligation for the holder of the House Easement to repair and restore the Egan House following damage by any casualty, as more particularly described in the First Amendment. As used in these recitals, “Amended House Easement” means the Initial House Easement as modified by the First Amendment; and

WHEREAS, the Egan House is a one-bedroom, single family residence. It was designed by notable Seattle architect Robert Reichert and built by Sanford Moklebust for Admiral William Egan in 1958. The house is an outstanding example of modernist Northwest residential architecture. HSPDA has invested substantial capital in preserving the house since acquiring it in 1998, including replacing the roof, structural elements, and building systems. The house is located within the St. Marks Greenbelt, which offers open space, park, and recreation opportunities within the city; and

WHEREAS, in 2009 the City of Seattle Landmarks Preservation Board (“Landmarks Board”) approved the designation of the Egan House as a landmark under Seattle Municipal Code Chapter 25.12. After the designation, the Landmarks Board and HSPDA agreed upon certain controls and incentives on the features and characteristics of the Egan House that were designated by the Landmarks Board for preservation, and the City approved such controls and incentives under Ordinance 123295 filed on May

14, 2010 and recorded on May 25, 2010 in the real property records of King County under No. 20100525001148; and

WHEREAS, the City and Grantee now desire to modify the Amended House Easement to extend the term and make other certain changes as more particularly described below and in the Second Amendment; NOW, THEREFORE,

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

Section 1. The Superintendent of Parks and Recreation or designee is authorized, on behalf of The City of Seattle, to enter into the Second Amendment to Easement Agreement substantially in the form of Attachment 1 to this ordinance, incorporated by reference (Second Amendment), concerning the real property described within Attachment 1, in Exhibit A.

Section 2. The Superintendent or designee is authorized to execute such documents as the Superintendent deems necessary or desirable to effectuate the Second Amendment, including, without limitation, such consents, approvals, extensions of time, and minor amendments of the agreement(s) as the Superintendent shall deem appropriate to carry out the intent of 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 Municipal Code Section 1.04.020.

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

\_\_\_\_\_

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

Approved /    returned unsigned /    vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

**Attachments:**

Attachment 1 - Second Amendment to Easement Agreement



After Recording, Return To:

Seattle Parks and Recreation  
100 Dexter Ave. N.  
Seattle, WA 98109  
Attention: Superintendent

## **SECOND AMENDMENT TO EASEMENT AGREEMENT**

**Grantor:** City of Seattle

**Grantee:** Historic Seattle Preservation and Development Authority

**Abbreviated Legal Description:** BEG 285.56 FT E OF S QUARTER COR OF STR 20-25 N-04 E; TH N 80 FT; TH W TO MOST ELY LN BOYLSTON AVE E (FORMERLY KNOWN AS LAKE VIEW BLVD, LAKEVIEW AVE, OR BOYLSTON AVE N IN OFFICIAL RECORDS, INCLUDING, UNDER CITY OF SEATTLE ORDINANCE NOS. 11404, 55811 AND 56727); TH SWLY ON SD E LN TO S LN OF SD SEC 20; TH E TO PT OF BEG

**Assessor's Property Tax Parcel Number:** 202504-9049

**Reference Nos. of Related Documents:** 9802272144; 9802272145; and 200205222000346

## SECOND AMENDMENT TO EASEMENT AGREEMENT

This Second Amendment to Easement Agreement (“Second Amendment”), dated as of the Effective Date (defined on the signature page), is made by and between the City of Seattle, a Washington municipal corporation (“City”), and Historic Seattle Preservation and Development Authority, a Washington public development authority (“Grantee”).

### RECITALS

A. The City is the owner of the real property located at 1500 Lakeview Boulevard East, Seattle, Washington and legally described on the attached Exhibit A (“Land”).

B. Grantee is the owner of the residential structure located on the Land, which structure is commonly known as the Egan House, and is the holder of the House Easement (defined below) concerning the easement area on the Land on which the Egan House is located and by which the Egan House is accessed and served with utilities.

C. Gary M. Ernsdorff (“Ernsdorff”) conveyed the Egan House and Initial House Easement (defined below) to Grantee pursuant to the Statutory Warranty Deed dated February 26, 1998 and recorded February 27, 1998 in the real property records of King County under No. 9802272144 (“HSPDA Deed”). Concurrently with such conveyance, Ernsdorff conveyed the Land to the City for open space, park and recreation purposes pursuant to the Statutory Warranty Deed dated February 26, 1998 and recorded February 27, 1998 in the real property records of King County under No. 9802272145 (“City Deed”). Ernsdorff conveyed the Land to the City exclusive of the Egan House and subject to the Initial House Easement, as described in the City Deed. As used in this Second Amendment, “Egan House” means the residential structure (including attached decks, piers and footings) located on the Land and “Initial House Easement” means an easement for ingress, egress and utilities to and from the Egan House, together with an easement for maintenance and use of the Egan House within the footprint of the Egan House (including decks), each as more particularly described in the HSPDA Deed and City Deed. Under the HSPDA Deed, the Initial House Easement is scheduled to expire upon the earlier of (i) material damage to or destruction of the Egan House; (ii) removal of the Egan House; or (iii) February 25, 2048 (i.e., 50 years from the date of the HSPDA Deed).

D. The City and Grantee subsequently amended the Initial House Easement pursuant to the Agreement dated May 15, 2002 and recorded May 22, 2002 in the real property records of King County under No. 20020522000346 (“First Amendment”). Under the First Amendment the City and Grantee, among other modifications, expanded the permitted use under the House Easement to include repair, preservation, and restoration of the Egan House, and added an obligation for the holder of the House Easement to repair and restore the Egan House following damage by any casualty, as more particularly described in the First Amendment. As used herein, “Amended House Easement” means the Initial House Easement as modified by the First Amendment and “House Easement” means the Amended House Easement as modified by this Second Amendment.

E. The City and Grantee now desire to modify the Amended House Easement to extend the term and make other certain changes as more particularly described below.

## AGREEMENT

In furtherance of the Recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties acknowledge and agree to the following:

**1. Term.** The term of the House Easement is hereby extended for a period of approximately thirty-five (35) years (“First Extended Term”), commencing on February 26, 2048 and expiring on February 28, 2083.

**2. Right to Extend.** Grantee shall have the right to extend the term of the House Easement beyond the First Extended Term, and otherwise on the same terms and conditions, for two (2) additional, successive periods of thirty-five (35) years each (each, an “Extended Term”). Grantee may exercise each right to an Extended Term under this paragraph by providing prior written notice thereof to the City at least six (6) months prior the expiration of the First Extended Term or then-current Extended Term, as applicable.

**3. Early Termination.**

**a) Removal.** In accordance with the HSPDA Deed, the House Easement shall terminate early upon the permanent removal and relocation of the Egan House from the Land.

**b) Damage or Destruction.** Notwithstanding anything to the contrary in the Amended House Easement, the House Easement shall not terminate early in the event of material damage to or destruction of the Egan House except as provided in Section 3 of the First Amendment as modified by this Second Amendment. As of the Effective Date, Section 3 of the First Amendment is hereby deleted and replaced with the following:

Historic Seattle, as owner of the residential structure, shall promptly repair and restore the residential structure following damage or destruction by any casualty, subject to the approval of the mortgagee (if any). In the event the residential structure is not repaired and restored, as required under the prior sentence, within two (2) years after the date of the casualty, then Historic Seattle shall convey the structure to the City of Seattle and the easement shall terminate as of the date of conveyance. Nothing in this paragraph shall be deemed to prohibit Historic Seattle from relocating the residential structure, or from conveying the residential structure to a third party, following a casualty.

**4. Financial Encumbrances.** As of the Effective Date, Section 4 of the First Amendment is hereby deleted and replaced with the following:

Historic Seattle, as owner of the residential structure, shall be responsible for removing all financial encumbrances on the residential structure and on the easement within 30 days after the expiration or earlier termination of the easement.

**5. Taxes.** Grantee shall timely pay all taxes applicable to the House Easement, including without limitation leasehold excise taxes. Grantee shall indemnify and hold harmless the City for all costs and liabilities incurred by the City in connection with a violation of this paragraph by Grantee.

**6. Maintenance and Repairs.** The City hereby confirms that Grantee’s right to maintain, repair, preserve, restore, and use the Egan House, as set forth in the Amended House Easement, includes without limitation the right to temporarily erect a scaffold, and locate other equipment, around the perimeter of the Egan House in connection with any maintenance, repair, restoration, and/or preservation work on the Egan House.

**7. City Regulations.** Subject to the terms and conditions of the House Easement, the Grantee shall comply with all applicable City of Seattle – Seattle Parks and Recreation regulations governing the use of open space.

**8. Historic Preservation Easement.** The City agrees that Historic Seattle Preservation and Development Authority may, in connection with a future sale of the Egan House, reserve for itself or receive from a prospective buyer a historic preservation easement concerning the Egan House together with a non-exclusive access easement for purposes of exercising its rights thereunder (collectively, “Historic Preservation Easement”). Furthermore, the City agrees that Historic Seattle Preservation and Development Authority may, to the extent permitted under the Historic Preservation Easement, install and maintain a plaque within the easement area under the House Easement for purposes of giving notice of the significance of the Egan House and the existence of the Historic Preservation Easement. The plaque shall not exceed 24 inches by 24 inches in size and shall otherwise be designed, located, and installed in compliance with applicable rules, regulations, codes, and laws.

**9. Legal Description of Land.** The parties acknowledge that the legal description of the Land, as set forth in Exhibit A, has been updated under this Second Amendment to account for a past condemnation of a portion of the Land by the City for public road purposes.

**10. Notices.** All notices desired or required to be given in connection with or pursuant to the House Easement shall be in writing and sent by certified or registered mail, with postage and return receipt requested, or by nationally recognized overnight courier such as UPS or FedEx, addressed to the other party. The date of delivery shall be the date upon which delivery is actually made by one of the methods described above (or attempted if said delivery is refused or rejected). Notices to the parties shall be addressed as follows:

City: Seattle Parks and Recreation  
100 Dexter Ave. N.  
Seattle, WA 98109  
Attention: Superintendent

Grantee: Historic Seattle Preservation and Development Authority  
Dearborn House  
1117 Minor Ave.  
Seattle, WA 98101  
Attention: Executive Director

From time to time a party may designate a new address for the purpose of receiving notices hereunder by giving notice of its new address to the other party in the manner provided above.

**11. Binding Effect.** The House Easement runs with and burdens the Land, is binding upon the successors and assigns of the City and Grantee, and shall not be extinguished by nonuse or abandonment or transfer of any interest in the Land or Egan House. The easements granted under the House Easement are easements in gross and shall inure to the benefit of the owner of the Egan House for the term of the House Easement.

**12. Applicable Law.** The House Easement shall be governed by, and construed in accordance with, the laws of the State of Washington without regard to its conflicts of laws principles. The venue for any dispute arising in connection with the House Easement will be in the state courts of King County, Washington.

**13. Severability.** If any provision of the House Easement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions will remain in full force and effect.

**14. Amendments.** The House Easement may be modified or amended only by written amendment entered into by the parties.

**15. Entire Agreement.** This Second Amendment and the Amended House Easement constitutes the entire agreement between the City and Grantee with respect to the subject matter of this Second Amendment.

**16. Authority.** The City and Grantee each represents and warrants to the other that the party signing below on its behalf has the full power, capacity, authority and legal right to execute and deliver this Second Amendment and to fully bind it to the terms hereof.

**17. Counterparts.** This instrument may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, THE CITY AND GRANTEE HAVE EXECUTED THIS SECOND AMENDMENT TO BE EFFECTIVE ON THE LATER OF THE DATES SET FORTH BELOW (“EFFECTIVE DATE”).

**GRANTOR:**

City of Seattle,  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON    )

COUNTY OF KING            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the City of Seattle, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.



\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**GRANTEE:**

Historic Seattle Preservation and Public Development Authority,  
a Washington public development authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON    )

COUNTY OF KING            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Historic Seattle Preservation and Development Authority, a Washington public development authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.



\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

BEGINNING 285.56 FEET EAST OF THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH 80 FEET; THENCE WEST TO THE MOST EASTERLY LINE OF BOYLSTON AVENUE EAST (FORMERLY KNOWN AS LAKE VIEW BOULEVARD, LAKEVIEW AVENUE, OR BOYLSTON AVENUE NORTH IN OFFICIAL RECORDS, INCLUDING, UNDER CITY OF SEATTLE ORDINANCE NOS. 11404, 55811 AND 56727); THENCE SOUTHWESTERLY ON SAID EAST LINE TO SOUTH LINE OF SAID SECTION 20; THENCE EAST TO POINT OF BEGINNING.

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.



## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Parks and Recreation	Jeffrey Bishop	Justin Hellier

*\* 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 Parks and Recreation; authorizing the Second Amendment to the Easement Agreement, authorizing acceptance of a recording of the Second Amendment to the House Easement; and ratifying and confirming certain prior acts.

#### **Summary and Background of the Legislation:**

The City of Seattle ("City"), through its Department of Parks and Recreation's Open Space Program acquired a parcel of property at 1500 Lakeview Boulevard East in 1998. The parcel is located in the St. Mark's Greenbelt, one of the City's high priority areas for open space preservation. The Open Space Program originally intended to demolish the residential structure located at 1500 Lakeview Boulevard East ("Egan House"), consistent with the Program's mission to acquire and preserve open space. Because of interest by residents and several City Councilmembers in preserving the Egan House as an example of significant historical local residential architecture, the Open Space Program was directed to explore reasonable options to preserve the Egan House without additional cost to the City. Historic Seattle Preservation and Development Authority ("Historic Seattle") agreed to work with the Open Space Program to come to a mutually satisfactory arrangement to save the Egan House while preserving the land in perpetuity for open space purposes. The two parties agreed upon an easement and at closing the land was deeded to the City of Seattle, the Egan House was deeded to Historic Seattle with an easement from the City of Seattle for the house and access thereafter called the "House Easement."

The House Easement has been amended once before in 2002 which expanded the permitted use under the House Easement to include repair, preservation, and restoration of the Egan House, and added an obligation for the holder of the House Easement to repair and restore the Egan House following damage by any casualty.

This legislation authorizes a second amendment to the existing Egan House Easement. The amendment is intended to accommodate Historic Seattle's plans to sell a property interest in the House to a third party by assignment of the House Easement. Historic Seattle intends to simultaneously overlay a historic preservation easement on top of the City of Seattle Easement to protect the historic nature of the building. Please note that nothing in this legislation affects the landmark status or related restrictions on redevelopment of or alterations to the house, and any future buyer would be bound by these restrictions.

## 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.

## 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, it amends an existing easement. Property map attached as Summary Exhibit A.
- 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?  
N/A
- f. Climate Change Implications
  - 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way? Any impact would be de minimis and only because existing use would be extended.
  - 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, the City reserves the right to protect the land via SPR greenspace regulations.
- 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:

Summary Exhibit A – Property Map

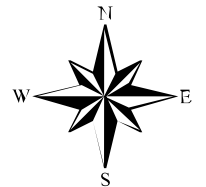


**Seattle**  
Parks & Recreation

## Second Amendment to Easement Agreement - Egan House

### Legend

- Subject Parcel
- Park Boundary
- Conservat on Easement
- Parcel Boundary



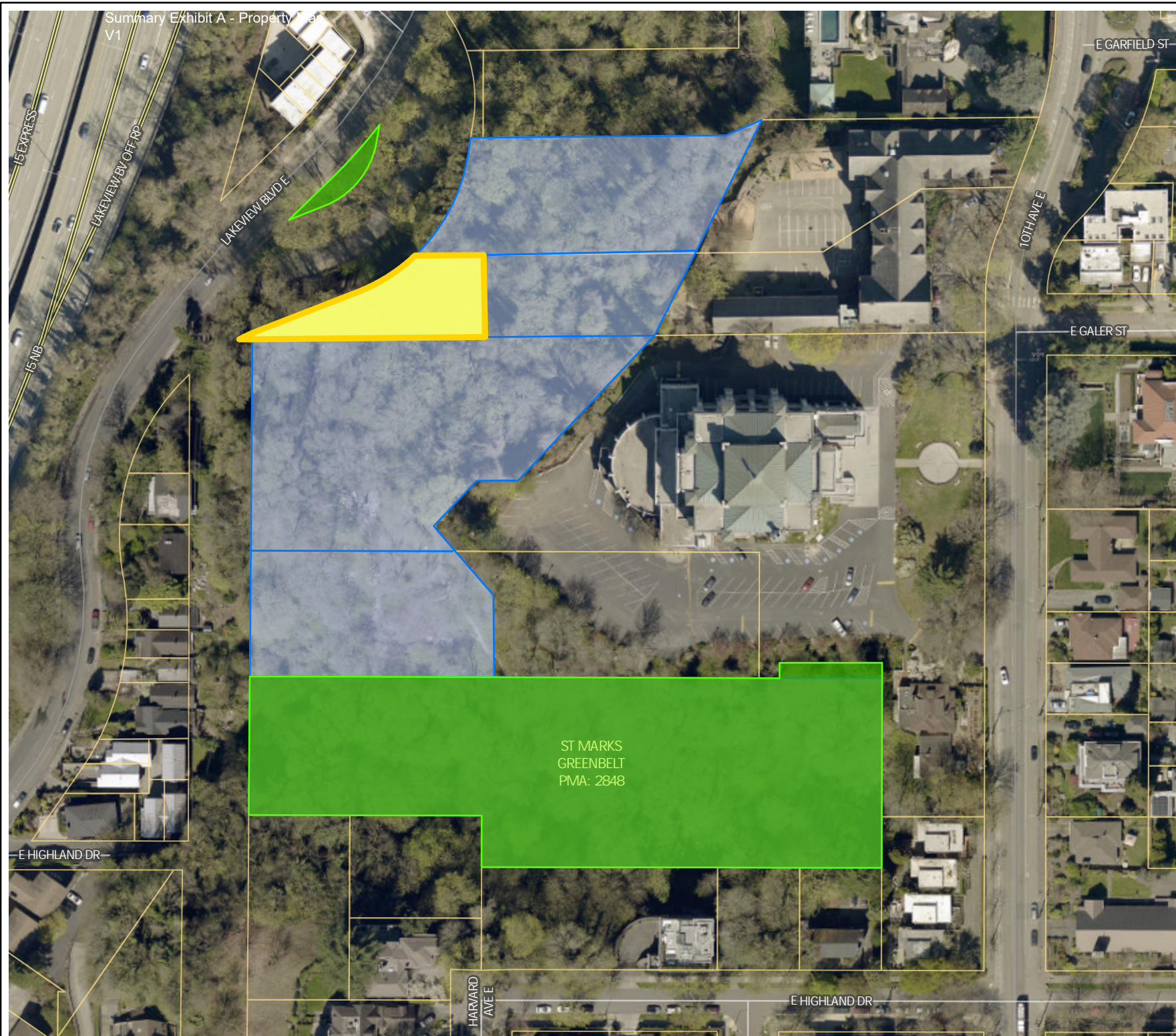
0 100  
Feet

1 inch = 125 feet

© 2023, CITY OF SEATTLE.  
All rights reserved.

No warrant es of any sort,  
including accuracy, f tness  
or merchantability  
accompany this product.

Map date:  
Thursday, July 13, 2023







## Legislation Text

---

**File #:** CB 120663, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to negotiate and execute a real property lease with PTL Property Limited Partnership, on behalf of the Seattle Fire Department; and ratifying and confirming certain prior acts.

WHEREAS, PTL Property Limited Partnership ("Landlord") owns the premises located at 220 Third Avenue South, Seattle, Washington ("Third and Main Building"); and

WHEREAS, the Third and Main Building consists of approximately 31,587 square feet, of which 9,462 square feet of office space is currently occupied by the Fire Marshal's Office of the Seattle Fire Department; and

WHEREAS, Ordinance 118967, adopted in 1998, authorized a predecessor department to the Department of Finance and Administrative Services to lease office space for the Seattle Fire Department Fire Marshal's Office at the Third and Main Building; and

WHEREAS, Ordinance 122662, adopted in 2008, amended and extended the term of the original lease for the Third and Main Building; and

WHEREAS, Ordinance 124315, adopted in 2014, amended and restated the lease at the Third and Main Building, and extended the term through 2018, with an option to extend through May 31, 2023; and

WHEREAS, the location continues to meet the operational needs of the Seattle Fire Department Fire Marshal's Office, in terms of proximity to Fire Headquarters, public access requirements, and parking for fleet vehicles; and

WHEREAS, the Landlord has agreed to extend the lease of the Property to the City for a five-year lease term with one five-year renewal option beginning June 1, 2023; and

WHEREAS, the authority of the Director of Finance and Administrative Services under Seattle Municipal Code Section 3.127.020 is limited to negotiating and executing leases, for and on behalf of the City, that do not exceed a lease term of five years and that do not consist of leased office space greater than 5,000 square feet; NOW, THEREFORE,

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

Section 1. The Director of Finance and Administrative Services (“Director”) or the Director’s designee is authorized to negotiate and execute, for and on behalf of The City of Seattle (“City”), a lease, with the PTL Property, Limited Partnership, substantially in the form of Attachment A to this ordinance and identified as the Fifth Amendment to the Original Lease (“Fifth Amendment”), providing for the City’s continued use and occupancy of the real property known as the Third and Main Building in Seattle.

Section 2. The lease payments contemplated by the terms of the Fifth Amendment shall be charged to the appropriate Budget Control Level in the Finance and Administrative Services Fund and charged back to the appropriate Budget Control Level in the Seattle Fire Department.

Section 3. Any act consistent with the authority of this ordinance taken after its passage and 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 \_\_\_\_\_, 2023, and signed by  
me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

**Attachments:**

Attachment A - Fifth Amendment of Lease - 220 Third Avenue South, Seattle

**FIFTH AMENDMENT OF LEASE  
220 Third Avenue South, Seattle**

THIS FIFTH AMENDMENT OF LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between **PTL PROPERTY Limited Partnership**, a Washington limited partnership ("Lessor") and **THE CITY OF SEATTLE**, a municipal corporation duly organized and existing under the laws of the State of Washington ("the City").

**RECITALS**

A. On or about June 1, 1998, the City entered into a lease agreement (the "Original Lease") with John Y. Sato and Victor M. Loehrer, a partnership, for use and occupancy of certain real property located at 220 Third Avenue South, Seattle, Washington, and legally described in the Original Lease (the "Premises"). On or about June 2003, the City and the partnership of John Y. Sato and Victor M. Loehrer agreed to amend the Original Lease ("Lease Amendment No. 1") to increase the square footage of the Premises to 9,462 square feet on the second floor and extend the term for five (5) additional years. The Original Lease and all subsequent amendments are referred to herein as the "Lease".

B. PTL PROPERTY Limited Partnership is the successor to all the rights, obligations, and interests of John Y. Sato and Victor M. Loehrer in the Premises and under the Lease.

C. On or about May 30, 2008 the Lessor and the City amended the Lease (Second Amendment) to extend the term for up to an additional five (5) years.

D. On or about April 16, 2014 the Lessor and the City amended the Lease (Third Amendment) to extend the term for up to an additional five (5) years, with an option to extend for another five (5) years.

E. On or about May 30, 2018, the Lessor and the City amended the Lease (Fourth Amendment) to extend the term for up to an additional five (5) years, with an option to extend for another five (5) years and added an expansion area of 2,000 SF of storage area in the basement of the building.

F. The Lessor and the City desire to extend the Lease, subject to the terms and conditions set forth in this Fifth Amendment (the "Fifth Amendment").

G. Capitalized terms not defined in this Fifth Amendment shall have the meanings given to them in the Lease.

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Lessor and the City agree as follows:

**1. PREMISES:** The Lessor and the City agree to terminate any further use of the 2,000 SF basement expansion space and amend the Premises size to 9,462 square feet. The Premises does not include the lower-level storage space as referenced in the Fourth Amendment, and Section 2 "Expansion Area" of the Fourth Amendment is hereby deleted in its entirety.

**2. EXTENSION TERM AND RENT:** The Lease is hereby extended for a period of five (5) years, commencing June 1, 2023, with the following rental rate during the extension period. The first month's rent shall be

prorated to be 66% of the normal monthly rent. Effective June 1, 2023, and thereafter on the first day of each month, the City shall pay Lessor Basic Monthly Rent as follows:

<u>Period</u>	<u>Monthly Rent</u>	<u>Annual Rent (\$ PSF)</u>
6/1/2023 – 6/30/2023	\$ 17,174	
7/1/2023 – 5/31/2024	\$ 26,021	\$ 33.00
6/1/2024 – 5/31/2025	\$ 26,801	\$ 33.99
6/1/2025 – 5/31/2026	\$ 27,605	\$ 35.01
6/1/2026 – 5/31/2027	\$ 28,433	\$ 36.06
6/1/2027 – 5/31/2028	\$ 29,286	\$ 37.14

The annual rent of thirty-three (\$33.00) per square foot includes Base Year 2022 Operating Expenses of nine dollars (\$9.00) per square foot.

Rent payments shall be delivered to the Lessor at the following address: PTL Property LP 220 3<sup>rd</sup> Avenue South #100, Seattle, WA 98104.

**3. OPTION TO EXTEND:** The City shall have the right to extend the Lease for One (1) additional term of five (5) years (Option Term). The City shall exercise its right by notifying the Lessor in writing no more than eighteen (18) Months and no less than twelve (12) Months prior to the expiration of the Term. Beginning on June 1, 2028, the monthly rate shall be based on market value as determined by Lessor pursuant to this Section.

Upon receipt of the City's notice of intent to renew beyond the Option Term, the Parties will execute a new lease containing the terms and conditions as set forth in this Fifth Amendment, in lieu of a Sixth Amendment.

Lessor shall notify the City in writing of the Lessor's determination of Fair Market Rent not less than eighteen (18) months prior to June 1, 2028. Lessor's notice shall include an explanation and documented evidence of how the Fair Market Rent was determined. If the City does not agree with Lessor's determination, the City may elect to counter the Lessor's Fair Market Rent by providing written notice to Lessor (the "**Dispute Notice**") within ninety (90) Business Days after receipt of Lessor's determination of Fair Market Rent. Time is of the essence and if the City does not deliver a Dispute Notice within such a period, the City shall be deemed to have accepted the Fair Market Rent as determined by Lessor. If the City delivers a Dispute Notice and Fair Market Rent has not been finally determined prior to the Option Term, the City shall pay Base Rent to Lessor after the Option Date at the Fair Market Rent set forth in Lessor's notice. If the amount of Fair Market Rent as finally established is greater than or less than Lessor's determination, then any adjustment required to correct the amount previously paid shall be made by payment by the appropriate party within Sixty (60) business days after such final written notice of agreement of determination of Fair Market Rent.



**4. OPERATING EXPENSES BASE YEAR:** Operating Expenses are Lessor's cost of operating the building; which costs shall include real estate taxes and assessments; water, sewer, garbage, and electrical utility expenses; elevator and HVAC systems maintenance; and janitorial services; and other expenses constituting direct operating costs according to the generally accepted accounting principles.

The City's pro-rata share of the building shall be thirty percent (30%). Effective upon execution of this Fifth Amendment of Lease, the base year used for the calculation of any adjustments to the Operating Expenses shall be 2022 and shall be \$9.00 per square foot annually for the City. Lessor shall retain the right to charge any Operating Expenses above the set 2022 Base Year Operating Expenses of \$9.00 per square foot. Should the building Operating Expenses increase thereafter, City shall be responsible for its pro-rata increase thereafter as stated in the rental adjustment section of the Master Lease.

Lessor shall notify the City in writing, no later than April 1<sup>st</sup> of each calendar year, of Lessor's estimate of the operating costs and real estate taxes for the building for the upcoming lease year (from June 1<sup>st</sup> of the year in which such notice is to be given through May 31<sup>st</sup> of the next succeeding calendar year). Lessor's notice will also include the amount of the estimate that is allocable to the City, based on the percentage of the building that the City occupies under this lease. Beginning June 1<sup>st</sup> of each calendar year, the City shall adjust its monthly payment of rent to reflect the increase in the base year Operating Expenses pursuant to this Section.

This Section supersedes the Rental Adjustment Section of the original Lease in its entirety.

**5. LESSOR'S RIGHT TO TERMINATE:** Notwithstanding any contrary provision hereof, if the City breaches any material term of this Fifth Amendment, Lessor, by written notice to the City identifying the nature of the alleged breach with reasonable specificity, may inform the City of its intent to terminate Sections 3, 6, 10, and/or 11 herein. Within sixty (60) business days after receipt of such written notice, the City may cure the alleged breach or, in a written response to the Lessor refute the allegation or state that the breach will be cured in the time and manner set forth in the response. If the breach is not cured within sixty (60) business days or as otherwise set forth in the City's response, then the Sections of this Amendment referred to in the Lessor's notice shall be of no force or effect.

**6. IMPROVEMENTS:** Within six (6) months from the date of execution of this Fifth Amendment of Lease, Lessor, at its sole expense, shall perform the following Improvements to the Premises on the areas identified in Exhibit A attached hereto (approximately one-third (1/3<sup>rd</sup>) of the Premises):

- (a) Ceiling tile cleaning,
- (b) painting and/or replacement, new flooring, and base (to match existing in previously remodeled portion), and
- (c) paint (utilizing Benjamin Moore Simply White and one accent color to be determined).

The City's cost responsibility for these Improvements shall be limited to costs to move its furniture and voice/data cabling and other IT infrastructure. This Section supersedes any obligation in the Lease or any Lease amendments related to Premises Improvements.

**7. FUTURE IMPROVEMENTS ALLOWANCE:** Lessor shall provide an allowance not to exceed \$10,000 to the City in June of 2026 and a separate allowance not to exceed \$5,000 to the City in June of 2027, to make physical improvements, and security and life safety upgrades to the Premises. The City shall coordinate its work and submit to the Lessor receipts for work completed and paid for, with proof of payment and all lien releases. The Lessor shall remit reimbursement/allowance to the City within ninety

(90) business days of receipt of such proof of payment. Should City fail to remit said invoices in the period due, then Lessor shall not be liable for reimbursement, and City shall lose the benefit of the allowance.

**8. SECURITY UPGRADES:** Within nine (9) months of amendment execution, Lessor shall install badge reader as well as video/voice capable system connecting the main floor elevator foyer to the FPD reception desk and prevent access by the elevator to floor 2 except to those with a badge or those who are “buzzed” in by the FPD reception (“Security Upgrades”). The cost of the Security Upgrades shall be offset by the existing pre-paid rent held by Lessor, the Storage Rent Credit as described below in Section 8. Any cost of Security Upgrades that exceeds the Storage Rent Credit may be charged to the City or offset by the future improvement allowances due to the City, as outlined in Section 5 above, at the City’s election. Unless due to City’s delay or an unavoidable delay caused by selected vendors (ECI or Shaw), in the event that a new security access system is not in place by the completion of the ninth month from amendment execution, City’s monthly rent shall be reduced by 10% until Lessor has installed the system.

**9. STORAGE RENT CREDIT:** As clarification, the Premises does not include the lower-level storage space as referenced in the Fourth Amendment, and Section 2 “Expansion Area” of the Fourth Amendment is hereby deleted in its entirety. Previously paid rent payments made by the City for the lower level shall be applied to Lessor’s costs of installing security upgrades in an amount equal to \$50,280.00 (“Storage Rent Credit”) as outlined above in Security Upgrades. Should Security Upgrades not be completed due to a mutual agreement between the City and Lessor, or the cost of the Lessor Work is less than \$50,280.00 the previously paid rent shall be applied as a rent credit during this extension term, or a rent credit check shall be sent to the City for the unused portion of the previously paid rent.

**10. TERMINATION DURING EXTENSION TERM:** The City’s termination right set forth in the Original lease and its amendments shall remain in effect but modified as set forth in this Section. The City shall have a one-time right, after June 1, 2025, to terminate the Lease with no less than six (6) months’ advanced written notice. Upon City providing such notice, the City shall pay Lessor under this Fifth Amendment an amount equal to the following six (6) months’ rent. This shall be remitted to Lessor within sixty (60) days of the City notifying Lessor of its intent to Terminate. Should City fail to remit payment under the Terms, this Termination shall become void, and the Lease shall continue in full force and effect throughout the remaining Term.

**11. EXPANSION:** City shall have the one time, first right to lease any additional space that comes available in the building. City may take all or a portion of the available space. Upon Lessor’s intent to Lease, Lessor shall provide the City, in a written proposal to lease, any space in the building that Lessor intends to put on the market. Lessor shall provide the City with the rate and terms of the space. The City shall have twenty (20) business days to review Lessor’s offer and accept the terms as provided. Should the City fail to timely respond within twenty (20) business days, the City shall have no further first rights to lease additional space under this Amendment.

**12. HOLDOVER:** In the event of a City holdover beyond the existing Expiration Date with the Lessor written consent the City has Lessor’s consent to continue to occupy the Premises on a month-to-month basis at the existing monthly rent until such extension is approved by City Council and mutually executed by both parties. Should the City hold over without Lessor consent, the City shall pay a monthly rental fee equal to 150% of the monthly rent each month thereafter until Terminated by the Lessor at Lessor’s sole discretion.

**13. BROKERAGE:** The City is represented by Derek Hermesen of Union Street Corporate Real Estate, LLC in this transaction. No commission shall be due by Lessor as associated with this lease extension.

**14. EFFECT OF AMENDMENT:** As used in this Lease, "Term" means and includes the Extension Term and the Option Terms, if any. All references to "the Lease" mean the Original Lease and all subsequent amendments. Except as expressly amended by this Fifth Amendment, the Lease remains unmodified and in full force and effect as written.

IN WITNESS WHEREOF, Lessor and the City have executed this Fifth Amendment as of the date first above written.

LESSOR:

PTL PROPERTY Limited Partnership  
a Washington Limited Partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

THE CITY:

CITY OF SEATTLE  
a municipal corporation duly organized and  
existing under the laws of the State of Washington.

By: \_\_\_\_\_  
Andrew Lu

Its: \_\_\_\_\_  
COO of Finance and Administrative  
Services

Date: \_\_\_\_\_

**Notary for Lessor**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she/they was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**Notary for the City:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the Chief Operating Officer of Finance and Administrative Services of the **CITY OF SEATTLE**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that he/she/they was authorized to execute said instrument. I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

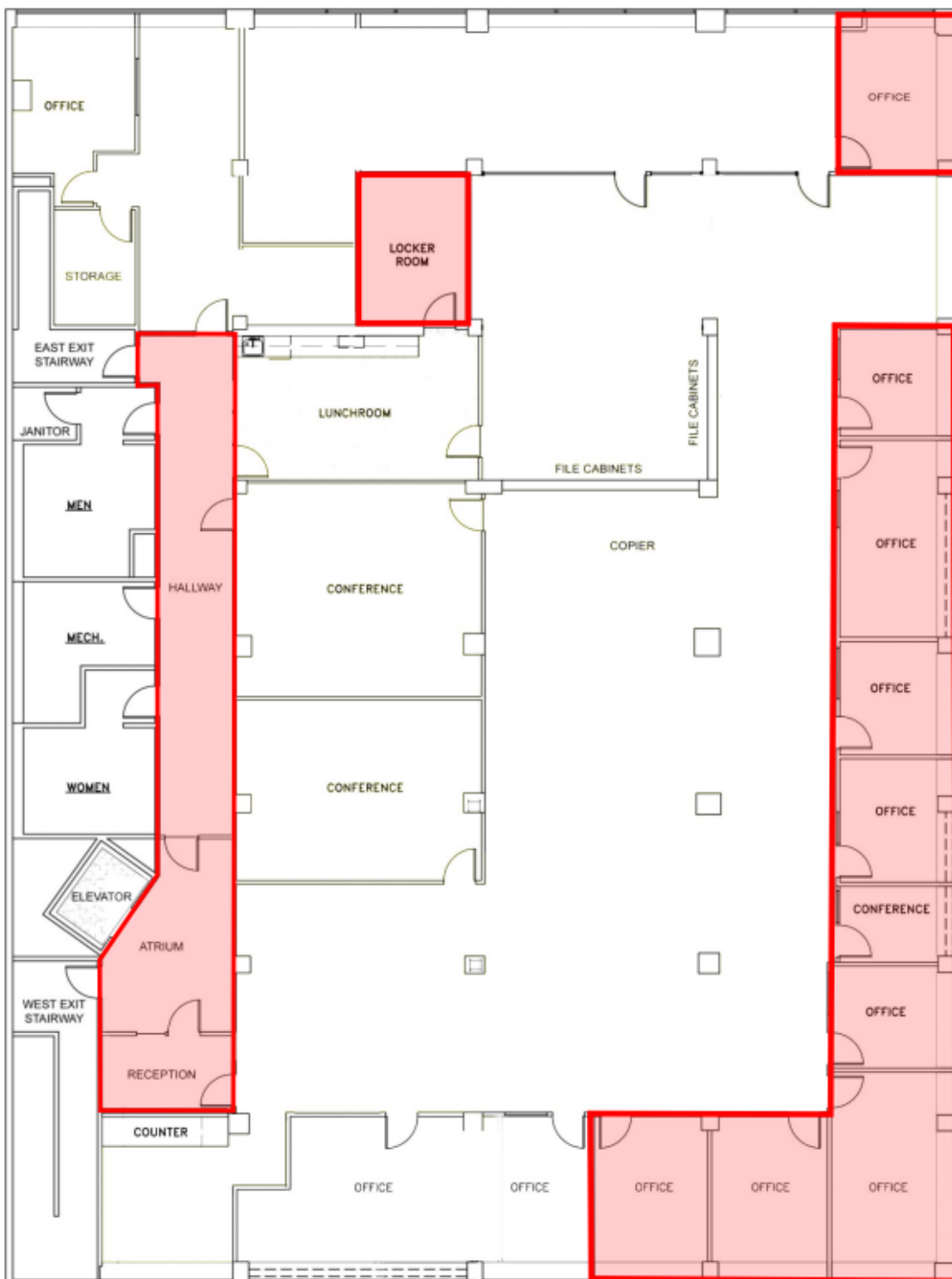
NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

EXHIBIT A

The City's Improvement Area Indicated in Red Outline



## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Finance and Administrative Services	Katherine Tassery	Lorine Cheung

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to negotiate and execute a real property lease with PTL Property Limited Partnership, on behalf of the Seattle Fire Department; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** The Fire Prevention Division of the Seattle Fire Department is also known as the Fire Marshal's Office (FMO). The Fire Marshal's Office includes approximately 66 FTE, all assigned to the Third and Main Building (220 3<sup>rd</sup> Avenue South). FMO work functions include Compliance, Inspections, Special Events, Permitting, Certification, System Testing, Construction Plan Review, Construction Inspections, and Fire Investigation. The site includes restricted areas and some of the members deployed to FMO work a 24-hour shift. While on shift, they bunk at Headquarters, located one block away. The FMO site must be accessible to the public for permit applications and other functions. In addition, FMO has 29 vehicles that serve inspections, enforcement, and fire scene investigations. The vehicles are parked mainly on the street in designated spaces.

The FMO of the Seattle Fire Department has been in leased space at the Third and Main Building since 1998. The Original Lease, authorized by Ordinance 118967, included 8,382 SF for a five-year term, with a five-year extension option.

The First Amendment, signed in 2003, added 1,082 square feet of space, for a total of 9,462 SF.

The Second Amendment, signed in 2008 and authorized by Ordinance 122662, extended the term of the lease agreement for an additional three years and provided an option to extend the lease for two additional one-year terms.

The Third Amendment, signed in 2014 and authorized by Ordinance 124315, extended the lease by a five-year period, with one (1) five-year extension option, and included a tenant improvement allowance which enabled the Fire Marshal's Office to upgrade about 2/3 of their space.

The Fourth Amendment, signed in 2018, added 2,000 SF of storage space in the basement of the building.

### **Fifth Amendment:**

The current lease expired May 31, 2023, and the holdover clause of the lease is now in effect. For a new lease or a renewal of the existing lease, Council action is required to authorize the Director to execute an agreement. The Fire Marshal's Office is interested in continuing to lease this space, as they have an operational need for close proximity to Fire Headquarters and Fire Station 10/the Emergency Operations Center (EOC). FAS Real Estate Services has worked closely with the Landlord and SFD on the terms of the amendment.

This legislation authorizes the execution of the Fifth Amendment, which includes an additional five-year term and one five-year extension option. It also reduces the rented space to the original office area of 9,462 SF, as there is no longer an operational need for the 2,000 SF in the basement authorized in the Fourth Amendment.

The landlord has indicated that they will begin charging operating expenses upon renewal, which they are entitled to charge under the original 1998 lease but have not opted to do until this renewal. To simplify the transaction, the operating expenses are included in the base rent. In addition, FAS has worked with the landlord to apply a rent credit and savings in 2023 to a security improvement project in the elevator of the building. The Fifth Amendment also includes a modest tenant improvement allowance for future security needs, as well as a commitment by the landlord to update the paint and carpet for a portion of the space that requires updating.

### **Financial Impacts:**

There is a one-month discounted rate of \$17,434 that the landlord has agreed to offer the City. Then, the ongoing monthly cost to SFD will rise from \$23,949 (current rent) to \$26,801 per month for the second half of 2023, which includes \$26,021 rent to the landlord, as shown in the table above, plus a 3% administrative fee that goes to FAS. The incremental additional cost for 2023 for the renegotiated lease is approximately \$11,000 and SFD will absorb that increase using existing 2023 budget.

## **2. CAPITAL IMPROVEMENT PROGRAM**

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

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

Does this legislation 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 rent memorialized in the Fifth Amendment is discounted by 33% in the first month (June 2023) and then is set at \$33.00 PSF, with a 3% increase each year. The Original Lease also

includes the option for the landlord to charge tenants for operating expenses. These charges are incorporated into the rental rate beginning with the fifth amendment, and onward.

FAS believes that the negotiated rate is a fair rate for the current market and this location.

Period	Dates	Monthly Rental Rate	Rate (Per Square Foot)
Month 1	6/1/2023-6/30/2023	\$17,434	
Year 1	7/1/2023-5/31/2024	\$26,021	\$33.00
Year 2	6/1/2024-5/31/2025	\$26,801	\$33.99
Year 3	6/1/2025-5/31/2026	\$27,605	\$35.01
Year 4	6/1/2026-5/31/2027	\$28,433	\$36.06
Year 5	6/1/2027-5/31/2028	\$29,286	\$37.14

The Fifth Amendment includes one (1) five-year extension option, with a 3% increase in rent each year during the extension period.

This is a Schedule 3 Lease, which FAS pays on behalf of SFD, and then charges back to SFD with a 3% overhead rate.

**Is there financial cost or other impacts of *not* implementing the legislation?**

If FAS were to not obtain the authorization to execute this lease amendment, the landlord would have the right to terminate the existing lease, and the Fire Marshal's Office would be at risk for needing to quickly relocate.

#### 4. OTHER IMPLICATIONS

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

SFD

**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 publication of this legislation is required.

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

This legislation affects a piece of property, and a map is attached. The map shows the proximity of the leased site to Fire Headquarters.

**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 current location of the Fire Marshal's Office is well served by transit and is publicly accessible. This legislation is not expected to have new implications for the Race and Social Justice Initiative, as this is continuation of occupancy of leased space.



**f. Climate Change Implications**

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

It is not anticipated that carbon emissions will change.

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

This action will not impact the ability of the City to respond to climate change.

**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 any new initiative or major programmatic expansion.

**Summary Attachments:**

Summary Exhibit A - Map of Third and Main Building SFD Leased Property

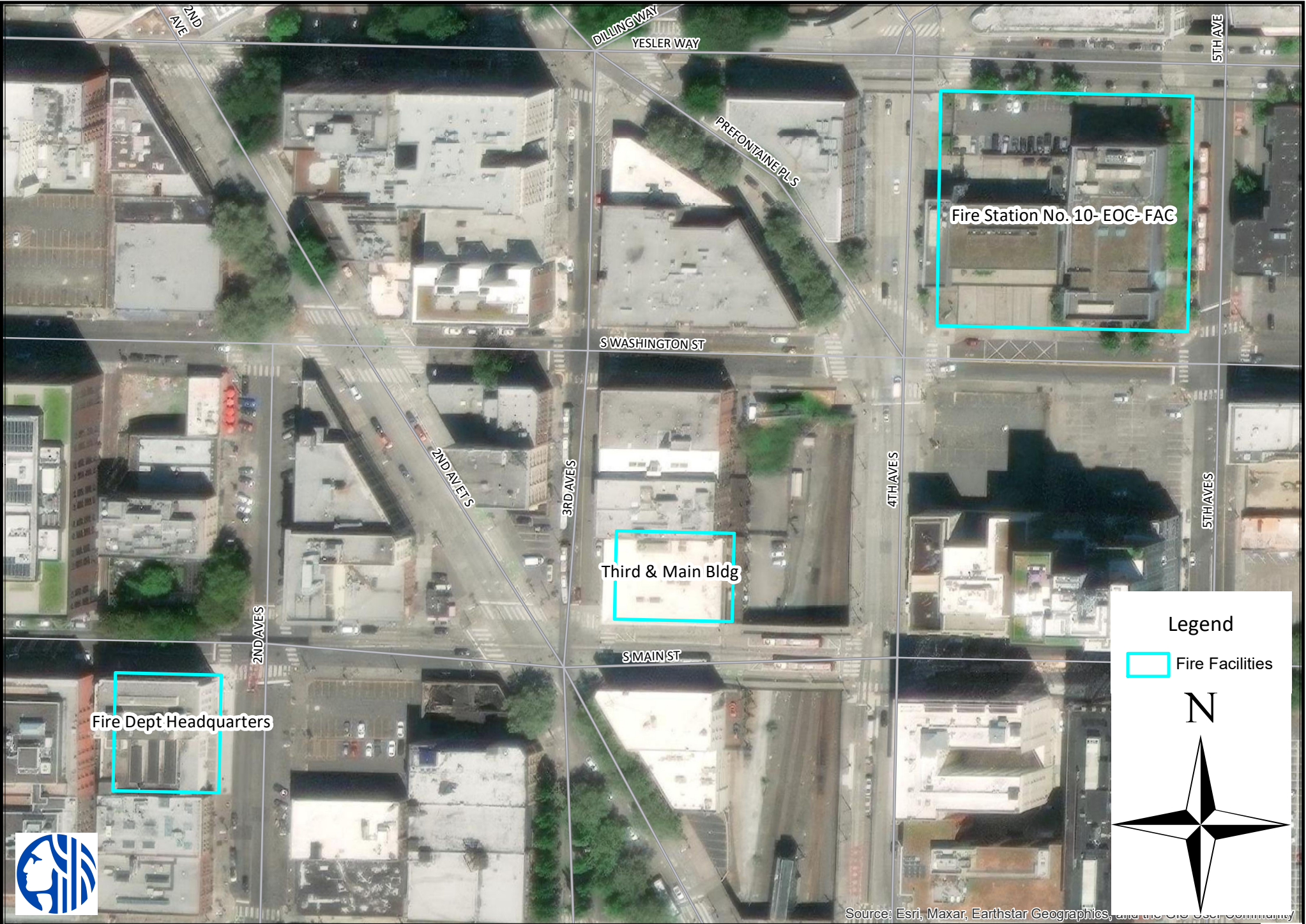
Summary Exhibit B - 1998 Lease Agreement

Summary Exhibit C - Lease Amendment No. 1

Summary Exhibit D - Second Amendment of Lease

Summary Exhibit E - Third Amendment of Lease

Summary Exhibit F - Fourth Amendment of Lease



Third & Main Building - Fire Marshall's Office



**LEASE AGREEMENT  
PART A - SIGNATURE FORM**

**PARTIES** THIS LEASE AGREEMENT, entered into by and between **JOHN Y. SATO AND VICTOR M. LOEHRER D/B/A "MAIN STREET ASSOCIATES"** (hereinafter referred to as the "Lessor"), a partnership organized under the State of Washington, and **THE CITY OF SEATTLE** (hereinafter referred to as the "City"), a municipal corporation duly organized and existing under the laws of the State of Washington, as Lessee, WITNESSES THAT:

**PREMISES** The Lessor hereby leases to the City, and the City hereby leases from the Lessor, approximately 8,382 rentable square feet of office space on the second floor of that certain real property commonly known as 220 Third Avenue South, in Seattle, King County, Washington, that may be further described as follows:

The south half of Lot 3 and all of Lot 4, Block 18, Town of Seattle, as laid out by D.S. Maynard and commonly known as Maynard's Plat of Seattle, according to the plat recorded in Volume 1 of Plats, page 23, in Seattle, King County, Washington

as indicated on Attachment 2 - Schematic (hereinafter referred to as the "Premises").

**PURPOSES** The Premises shall be used as office space for the Fire Marshal's Office of the Seattle Fire Department and for such other municipal purposes as the City may deem consistent therewith. The City may permit other governmental agencies and community groups approved by the City to use and occupy the area of the building specifically defined as the Premises under City supervision and control, for which expanded use the written consent of Lessor shall not be required.

**TERM** The Initial Term of this lease shall be for five (5) years commencing on June 1, 1998, and expiring on May 31, 2003, unless terminated earlier pursuant to the provisions hereof.

**EXTENSION OPTION** The City may, at its sole option, extend this lease for one (1) additional five (5)-year Extension Term commencing on June 1, 2003, and expiring May 31, 2008, by providing to the Lessor six (6) months prior written notice of the City's decision to extend the Initial Term.

**TERMINATION OPTION** The City shall have the right to terminate this lease at any time during the Extension Term without penalty or any added liability to the Lessor provided it gives the Lessor at least twelve (12) months prior written notice of such termination.

## EXPANSION OPTION

The City shall have the option to lease up to an additional 2,000 usable square feet of storage or space in the basement level of the building in which the Premises are located. This option shall be exercised by the City's giving to the Lessor notice of such exercise and the date on which the City's use of such additional space is to commence, which date shall be not less than 45 days later than the date of such notice. This option shall be exercisable only during the first year of the lease term.

## RENT

During Initial Term: In consideration of this lease and the Lessor's performance of all covenants and agreements contained herein, the City shall pay rent to the Lessor for said Premises, at the rental rate of Thirteen and 95/100 Dollars (\$13.95) per square foot of office space per year (which equals a monthly rent of Nine Thousand Seven Hundred Forty-four and Seven One-Hundredths Dollars [\$9,744.07]). If the City exercises the Expansion Option, as described above, the rental rate for the storage space shall be Six and 25/100 Dollars (\$6.25) per square foot per year (which equals a monthly rent of One Thousand Forty-one and Sixty-six One-Hundredths Dollars [\$1,041.66]).

During Extension Term (June 1, 2003 through May 31, 2008): During the Extension Term, the City shall pay rent to the Lessor for the Premises and any storage space leased pursuant to this lease, at the respective rates for such space that were in effect during the Initial Term, increased by the aggregate percentage increase in the Consumer Price Index for All Urban Consumers in the Seattle-Tacoma-Bremerton Metropolitan Statistical Area (1982-84=100) that occurred between April, 1998, and April, 2003, using the base 1982-84=100, according to statistics published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor (hereinafter "CPI-U") Provided, that in the event of any change in the index base (1982-84 = 100) or other modification of such index, the parties hereto shall apply whatever conversion factor(s) are necessary to establish the true percentage change in the CPI for any year(s) in which such modification(s) occur, and in the event such index is discontinued, the parties hereto shall select and use for such rent adjustment purpose, another, similar index that reflects consumer price changes.. For illustrative purposes only, assuming the CPI-U for June, 1998 equals 170.5, and the CPI-U for June, 2003 equals 198.9, the percentage increase in the CPI that occurred between June, 1998 and June, 2003 equals = +16.65%. When this percentage is applied to the Initial Term's monthly rent for office space (\$9,704.47), the monthly rent for office space payable from and after June, 2003 becomes \$11,320.26; and when this percentage is applied to the Initial Term's monthly rent for storage space (\$1,041.66), the monthly rent for storage space payable from and after June, 2003 becomes \$11,215.10.

Rent shall be paid on or before the first day of each month during the Initial Term and the Extension Term; Provided, that until such time as the Lessor specifies the amount of the increased monthly rent by a notice and invoice to the City, the City shall remit to the Lessor as a partial payment, the amount of the monthly rent paid during the immediately preceding month. After the City's receipt of the Lessor's notice of the amount of the increased monthly rent, the City shall remit such increased monthly rent as provided herein together with any adjustment thereto that is due and payable hereunder.



**RENTAL  
ADJUSTMENT**

The rental rates provided herein shall be further reasonably adjusted, annually, from and after June 1, 1999, to reflect the changes in the Lessor's cost of operating the building which costs shall include real estate taxes and assessments; water, sewer, garbage and electrical utility expenses; elevator and HVAC systems maintenance; and janitorial services; and other expenses constituting direct operating costs according to generally accepted accounting principals. The total cost of operating the building in 1998 shall be the Annual Expense Base during the Initial Term, while the total cost of operating the building in 2003 shall be the Annual Expense Base during any Extension Term.

On or about April 1, 1999, and thereafter, on or about April 1st of each calendar year during the Initial Term hereof and any Extension Term, Lessor shall notify the City, in writing, of Lessor's estimate of the operating costs and real estate taxes for the building for the next succeeding lease year (from June 1st of the year in which such notice is to be given through May 31st of the next succeeding calendar year) and the amount thereof that is allocable to the City (the "City's Share"), based on the percentage of the building that the City occupies under this lease. If the City's Share exceeds the then-applicable Annual Expense Base, the City shall pay one-twelfth (1/12th) of such excess in advance on the first day of each month of such lease year. At the end of each lease year, or at the expiration or sooner termination of the lease term, Lessor shall compute the City's Share for such lease year, based on actual costs, and, if the City's Share for such lease year is greater than the sum of the Annual Expense Base and amounts already paid by the City for such lease year, the City shall immediately pay to Lessor the deficiency. If the sum of the Annual Expense Base and amounts paid by the City for such lease year exceeds the City's Share for that lease year, the Lessor shall credit such excess to the payment of rent and additional rent that may thereafter become due; provided, however, upon the expiration or sooner termination of the lease term, if the City has otherwise complied with all other terms and conditions of this lease, Lessor shall refund such excess to the City. Notwithstanding anything contained in this paragraph, the rent payable by the City shall be, in no event, less than the rent specified in the "Rent" paragraph above.

**TENANT  
IMPROVEMENTS**

Prior to commencement of the Initial Term, the Lessor shall complete, at Lessor's expense, tenant improvements to the Premises according to plans approved by the Seattle Fire Department and other appropriate City departments, as shown on Attachment 2 -Schematic, and as otherwise requested by the City. The Lessor shall invoice the City for that portion of the cost of making such tenant improvements that exceeds the sum of Forty-four Thousand and No Hundredths Dollars (\$44,000.00).

**INSURANCE**

The policy of public liability insurance required of the Lessor in Part B hereof shall be in at least the following amounts:

- \$1,000,000.00 for injury to, or loss of life of, any individual person;
- \$1,000,000.00 in the aggregate for personal injuries suffered in each occurrence;
- \$1,000,000.00 property damage suffered in each occurrence.

UTILITIES AND  
OTHER SERVICES

Notwithstanding the provisions of Part B, Section hereof, the City shall pay telephone use charges and all telephone installation charges.

AGREEMENT  
CONTENTS

This lease consists of Part A - Signature Form plus Part B - General Terms and Conditions, Attachment 1 - Schedule of Utilities and Other Services, and Attachment 2 - Schematic, all of which, by this reference, are incorporated herein, and embody the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof.

EFFECTUATION  
OF AGREEMENT

In order to be effective, this lease must be (1) signed by an authorized representative of the Lessor and returned to the City at the address set forth below, accompanied by the required certificate of insurance, and (2) signed by the City's Executive Services Director pursuant to ordinance authority.

IN WITNESS WHEREOF, the parties hereto have affixed their signature below:

THE CITY OF SEATTLE

  
Dwight D. Dively  
Executive Services Director

John Y. Sato & Victor M. Loehrer  
dba MAIN STREET ASSOCIATES

  
John Y. Sato, General Partner

  
Victor M. Loehrer, General Partner

City's address for all communications:

Executive Services Department  
Alaska Building, 14th Floor  
618 Second Avenue  
Seattle, Washington 98104

Lessor's address for all communications:

Main Street Associates  
1200 - 12th Avenue N.E.  
Suite C-185  
Bellevue, Washington 98004

Ordinance \_\_\_\_\_



STATE OF WASHINGTON     )  
                                      ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that JOHN Y. SATO AND VICTOR M. LOEHRER are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the partners of the MAIN STREET ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-23-98

Sylvia M. Hodges  
(Notary Signature)

Sylvia M. Hodges  
(Print Name)



NOTARY PUBLIC in and for the State of Washington, residing at Issaquah.

My appointment expires 7-9-99.

STATE OF WASHINGTON     )  
                                      ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Dwight D. Dively is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Services Director of THE CITY OF SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/28/98

Lisa S. Peyer  
(Notary Signature)

Lisa S. Peyer  
(Print Name)



NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

My appointment expires 5/25/99.

## LEASE AGREEMENT

### PART B - GENERAL TERMS AND CONDITIONS

1. POSSESSION. In the event of the inability of the Lessor to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this lease, the City, at its option may elect to retain the lease and insist upon possession or to cancel this lease as a result of the Lessor's failure to deliver possession. In the event the City elects to cancel, the Lessor shall be liable for incremental costs and other damages incurred by the City in acquiring comparable property. In the event the City elects to retain the lease, the City shall not be liable for any rent or other expense related to the Premises until such time as the Lessor can deliver possession. In the event that, by mutual agreement, the City takes possession of the Premises, or any part thereof, prior to the commencement of the specified term of this lease, the City shall pay as rent for that additional period that percentage of the monthly rent payable under Part A hereof, prorated on a daily basis, that is equivalent to the percentage of the floor area of the Premises actually occupied by the City during said period.

2. ACCESS. The City shall allow the Lessor or the Lessor's agent free access at all reasonable times to said Premises to inspect, clean, or make repairs, additions or alterations to the Premises or any connected property owned by or under the control of the Lessor. This provision shall not be construed as an agreement on the part of the Lessor to make such repairs, additions or alterations nor a waiver of the City's right of quiet enjoyment. All such work by the Lessor shall be undertaken in a way so as to minimize interference with the City's use of the Premises.

3. UTILITIES AND OTHER SERVICES. Unless otherwise specified in Part A, hereof, the Lessor, at the Lessor's sole expense, shall provide or shall otherwise pay for, when due, all costs for providing all utilities and other services on or to the Premises including but not limited to elevator service, electricity, gas, water, sewer, garbage, heating and cooling or air conditioning, janitorial, and security. The City shall pay all charges for utility installations and modifications thereto occasioned by the City's requirements.

4. CARE OF PREMISES. The Premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of The City of Seattle, and in accordance with all duly authorized directions, rules, and regulations of the Health Officer, Fire Marshall or other proper officer of The City of Seattle; and the City will not permit any waste, damage or injury to the Premises, use or permit in said Premises anything that will increase the rate of fire insurance thereon, maintain anything that may be dangerous to life or limb, permit any objectionable noise or odor to escape or to be emitted from said Premises, or permit anything to be done upon said Premises that in any way will tend to create a nuisance.

5. MAINTENANCE - REPAIRS. The Premises have been inspected by both parties and are accepted by the City in their existing condition as of the commencement date of this lease, without reservation except for latent defects or faulty construction of the Premises not discoverable by inspection at the time of taking possession. Except as otherwise provided for herein, the Lessor, at its sole expense, shall keep and preserve the Premises in good repair, including but not limited to all structural and non-structural parts thereof, elevators, plumbing, heating, cooling, and electrical, gas and other utility systems; and other equipment and appurtenances of the Premises and the structure of which the Premises form a part.

6. DAMAGE OR DESTRUCTION. In the event the Premises are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same, and after the happening of any such event, the City shall give the Lessor or the Lessor's agent written notice thereof within forty-eight (48) hours of such occurrence. The Lessor shall have not more than ten (10) days



after the date of such notification to notify the City in writing of the Lessor's intentions to repair or rebuild said Premises; and if the Lessor elects to repair or rebuild said Premises, the Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay. During any period in which the Premises are rendered unfit for occupancy because of any such casualty, the rent of said Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy bears to the whole of the Premises. In the event the building in which the Premises are located is destroyed or is damaged (even though the Premises hereby leased is not damaged thereby) to such an extent that, in the opinion of the Lessor, it is not practicable to repair or rebuild, then the Lessor may, at its option, terminate the lease by providing written notice thereof to the City within thirty (30) days after such damage or destruction has been determined to be irreparable.

## 7. COMPLIANCE WITH LAW

(a) General Requirement. The Lessor shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

(b) Licenses and Similar Authorizations. The Lessor and/or the City, when applicable, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

(c) Taxes. The Lessor shall pay, before delinquency, all taxes, levies and assessments on the Premises.

(d) Nondiscrimination and Affirmative Action. The Lessor shall comply with all Federal, State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

8. INDEMNIFICATION. The Lessor shall hold City harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the Lessor or any of its employees or agents; or occurring in, on, or about any portion of the structure of which the Premises form a part that is under the control of the Lessor; or caused by any fault or defect inherent in said structure or any defect in or malfunction thereof not discernable by reasonable inspection. The City will hold the Lessor harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the City or any of its employees or agents, to the extent of the fault or neglect of the City. All personal property of the City on said Premises shall be at the risk of and the responsibility of the City.

9. INSURANCE. The Lessor shall secure and maintain in effect during the full term of this lease and each extension thereof, commercial general liability insurance covering the building including the Premises, with policy limits for personal injury and for property damage in an amount not less than \$1,000,000 per occurrence, and \$1,000,000 general aggregate. The Lessor shall deliver to the Facility Services Division of the City's Executive Services Department at the address specified in or pursuant to Section 15 hereof, a copy of a certificate documenting the existence of such insurance within five (5) days after the full execution of this lease and immediately after the renewal date of such insurance; and written notice of the cancellation, termination, reduction or any other change in such insurance coverage not less than twenty-five (25) days prior to the effective date of such change.

10. SIGNS. The City may place identification signs upon the Premises, subject to the prior approval of the Lessor; and permission to place such signs shall not be unreasonably withheld by the Lessor. The Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said Premises and to show the Premises to prospective tenants for thirty (30) days prior to the expiration of this lease.



## 11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

(a) The City shall not make or cause to be made any alteration, addition or improvement to said Premises without first obtaining the written consent of the Lessor for such work. Any alteration, addition or improvement that is made solely for the convenience of the City or any of its employees or agents, or of the program to be conducted on the Premises shall be at the sole cost and expense of the City or the program being conducted on the Premises except for an alteration, addition or improvement occasioned by inherent damage or a latent defect in the Premises or of the structure in which the Premises are located, the cost of which alteration, addition or improvement shall be as agreed upon by the City and the Lessor.

(b) The Lessor shall pay the cost of all alterations, additions, and improvements initiated for the Lessor's convenience, and save the City free and harmless from damage, loss or expense arising out of said alterations performed by the Lessor or on its behalf.

(c) If any of the alterations, additions and improvements as installed by the City may be removed without disturbance, molestation, or injury to the Premises, the City at its option, may remove or cause to be removed said improvements at the City's own expense or may surrender the same with the Premises to remain as a part thereof and to become the property of the Lessor upon the expiration or termination of this lease. In the event said improvements are surrendered, the Lessor and the City shall agree as to their value, and if they constitute a benefit to the Premises, compensation in the agreed amount therefor shall be made to the City within fifteen (15) days of said surrender. If the City and the Lessor cannot agree upon compensation for said benefit to the Premises, the City shall remove said alteration, addition and improvement, exercising due caution and care to minimize damage to the Premises. The Lessor shall accept responsibility for the minimal repair resulting from said improvement removal.

(d) The City shall not without the written consent of the Lessor, operate or install any electrical equipment or machinery (other than ordinary office equipment), or replace or relocate any electric light fixtures.

## 12. TERMINATION.

(a) Notwithstanding any other provision herein, in the event that either party to this lease defaults in the performance of any of the terms, provisions, covenants and agreements to be kept, observed and performed as provided in the following sections:

Part A –     TERM  
                  RENT

Part B –     §3 UTILITIES AND OTHER SERVICES  
                  §4 CARE OF PREMISES  
                  §5 MAINTENANCE-REPAIRS

and such default is not corrected within thirty (30) days after the receipt of written notice thereof from the other party, then the non-breaching party may, at its option, immediately terminate this lease, without notice or other proceedings, and in such event the Lessor may also re-enter and take possession of the Premises. Damages may be claimed for a default in the performance of the other lease obligations, but such default shall not be cause for termination of this lease unless such default is repeated upon three or more occasions and a notice to comply is provided after each such instance.

(b) It is understood that funds for the payment of the rent herein are allocated out of monies received by the City from tax sources and/or other governmental entities and that funding for the program that occupies the Premises can be increased, changed, decreased, or eliminated by executive or legislative action. Therefore, it is agreed by the Lessor and the City that notwithstanding any other provision herein, in the



event said funding and/or program is increased, changed, decreased, or eliminated, or in the judgment of the executive or legislative authority of the City, continuation of the lease to its full term would be an unnecessary expenditure of public funds, then the City may terminate this lease without further obligation to the Lessor, after the City has provided the Lessor with written notice of such termination at least ninety (90) days prior to the effective date thereof and documentation of such executive or legislative action..

13. SURRENDER OF PREMISES. Upon the expiration or termination of this lease, including any extensions thereof, whichever is earlier, the City shall quit and surrender said Premises and all keys thereto, without notice and in as good condition as received at the commencement of the term hereof except for ordinary wear and tear; damage or destruction by fire or other casualty or circumstances uncontrollable by the City; property damaged, removed, or destroyed by the Lessor or its agents; latent defects or faulty construction of the structure of which the Premises comprise a part, not discoverable by inspection at the time of taking possession; and alterations, additions or improvements made to the Premises by the City.

14. ADJUDICATION. This lease shall be construed under all of the applicable laws, statutes, ordinances, rules and regulations of the United States of America, the State of Washington, and The City of Seattle. In the case of a dispute between the parties, jurisdiction over such dispute shall be with the Superior Court of King County, Washington.

15. NOTICES. All notices to be given by either of the parties hereto to the other party, including but not limited to invoices, shall be in writing and may either be delivered personally or may be deposited in the United States Mail, postage prepaid, as either certified or regular mail, addressed as specified in Part A hereof or to such other respective addresses as either party may from time to time designate in writing.

16. RELATIONSHIP. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessor or any party associated with the Lessor in the conduct of the Lessor's business or otherwise. This lease does not constitute the Lessor as the agent or legal representative of the City for any purpose whatsoever.

17. AMENDMENTS. The parties hereto expressly reserve the right to renegotiate any and all of the provisions hereof from time to time as may be necessary and to amend this lease accordingly; Provided, however, that no alteration or modification of the terms or conditions hereof shall be valid and binding unless made in writing and signed by the authorized representative of the parties hereto.

18. NO WAIVER OF DEFAULT. The City does not waive full compliance with the terms and conditions of this lease by the payment of rent. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operated as, a waiver of any subsequent default or of any of the terms, covenants, and conditions herein contained, to be performed, kept and observed by the other party.

19. BINDING EFFECT. This lease shall be binding upon the heirs, successors, assigns, and all other parties legally empowered with signatory rights of any or all of the parties hereto.

20. INVALIDITY OF PROVISIONS. Should any term, provision, condition or other portion of this lease be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this lease; and the remainder of this lease shall be effective as if such term, provision, condition or portion had not been contained herein.

**Attachment 1**

**SCHEDULE OF UTILITIES AND OTHER SERVICES**

**SERVICES TO BE  
PROVIDED BY LESSOR:**

Water

Sewer

Garbage

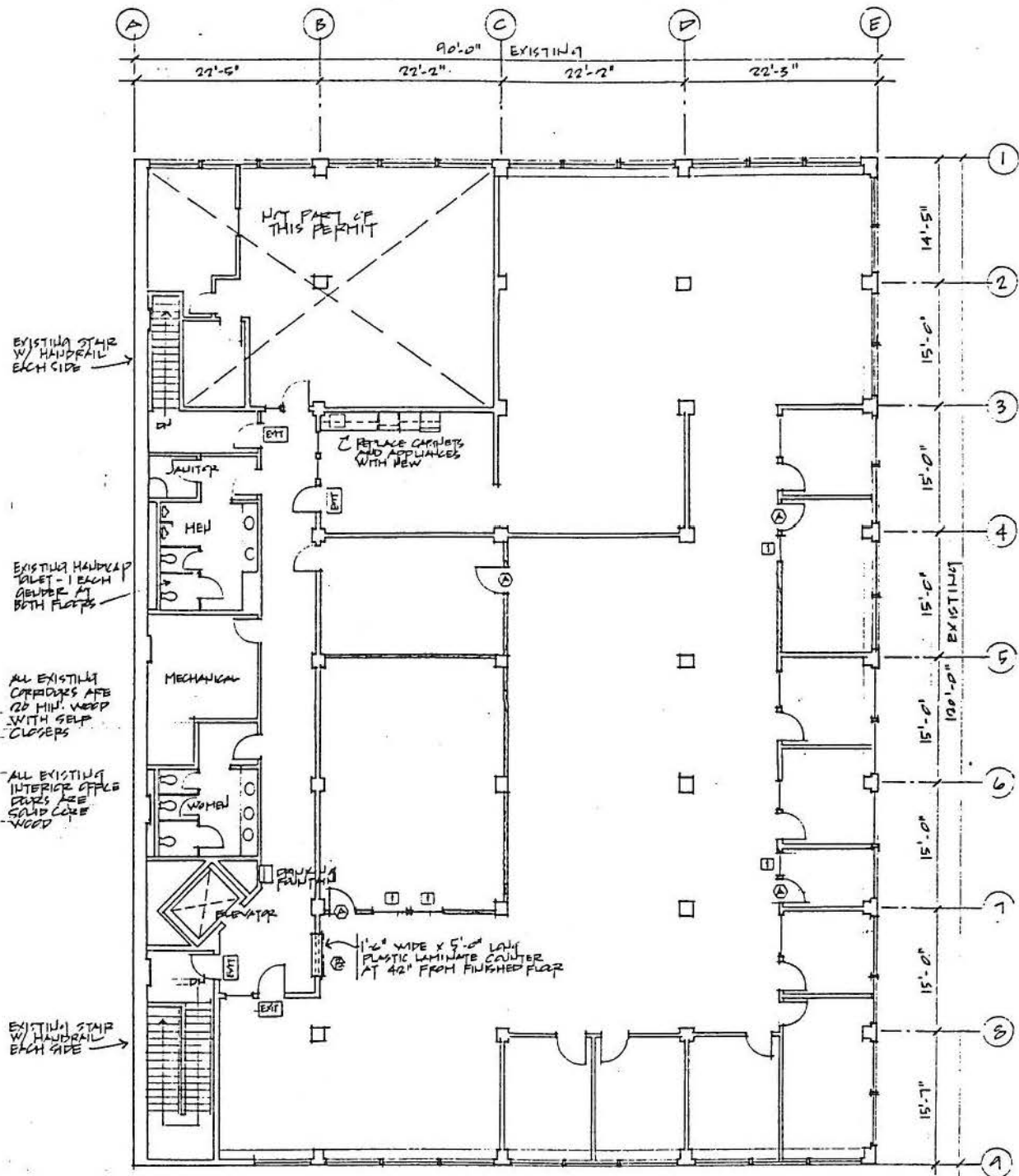
Electrical

Heating/Ventilating/Air Conditioning

Janitorial

## Attachment 2

### SCHEMATIC



SECOND FLOOR PLAN

1/8" = 1'-0"

- ===== EXISTING WALLS TO REMAIN
- ===== NEW WALLS TO BE CONSTRUCTED - APPROX 112 LF.
- ===== EXISTING WALLS TO BE DEMOLISHED - APPROX 5 LF.





**LEASE AMENDMENT NO. 1  
(FIRE DEPARTMENT LEASE)**

**THIS LEASE AMENDMENT NO. 1**, dated for reference purposes June 30, 2003, is made and entered into by and between **John Y. Sato & Victor M. Loehrer dba Main Street Associates**, a partnership organized under the State of Washington ("Lessor"), and **The City of Seattle**, a municipal corporation of the State of Washington (the "City").

**RECITALS**

Lessor and the City entered into a written Lease, commencing on June 1, 1998, whereby the City leased from Lessor certain Premises consisting of approximately 8,382 rentable square feet of office space on the second floor of the Third & Main Building at 220 Third Av. S.

**NOW THEREFORE**, the parties agree to amend the Lease as follows:

1. Part A – Signature Form, the section of the Lease captioned "Premises" is deleted and replaced as follows:

The Lessor hereby leases to the City, and the City hereby leases from the Lessor approximately 9,462 rentable square feet of office space located on the second floor of that certain real property commonly known as 220 Third Avenue South, in Seattle, King County, Washington, that may be further described as follows:

The south half of Lot 3 and all of Lot 4, Block 18, Town of Seattle, as laid out by D.S. Maynard and commonly known as Maynard's Plat of Seattle, according to the plat recorded in Volume 1 of Plats, page 23, in Seattle, King County, Washington

as indicated on Exhibit "A" to this Lease Amendment – Schematic (hereinafter referred to as the "Premises").

2. The effective date of this Lease Amendment No. 1 shall be June 1, 2003 and expires on May 31, 2008, unless terminated early pursuant to provisions hereof.

3. In consideration of this Lease Amendment No. 1 and the Lessor's performance of all covenants and agreements contained herein, the City shall pay rent to the Lessor for said premises at the monthly rental rate of Twelve Thousand Seven Hundred Eighteen and 51/100 Dollars (\$12,718.51). Rent shall continue to be paid on the first day of each month.

Except as set forth in this Lease Amendment No. 1, all the provisions of the Lease shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF** the parties have executed this Amendment on the dates set forth under their respective signatures.

**City:**

**The City of Seattle, a Municipal Corporation of  
the State of Washington**

By: 

John Franklin, Director

Fleets & Facilities Department

Date: 7-15-03

**Lessor:**

**Main Street Associates: John Y. Sato &  
Victor M. Loehrer**

By: 

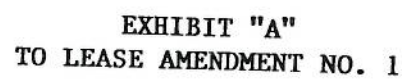
John Y. Sato, General Partner

Date: 7/1/03

By: 

Victor M. Loehrer, General Partner

Date: 7/1/03





## SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE is made in duplicate as of this 30<sup>th</sup> day of May, 2008 by and between **PTL PROPERTY Limited Partnership**, a Washington limited partnership ("Lessor") and **THE CITY OF SEATTLE**, a municipal corporation duly organized and existing under the laws of the State of Washington ("the City").

### RECITALS

A. On or about June 1, 1998, the City entered into a lease agreement (the "Lease") with John Y. Sato and Victor M. Loehrer, a partnership, for use and occupancy of certain real property located at 220 Third Avenue South, Seattle, Washington, and legally described in the Lease (the "Premises"). On or about June, 2003, the City and the partnership of John Y. Sato and Victor M. Loehrer agreed to amend the lease (Lease Amendment No. 1) to increase the square footage of the Premises to 9,462 square feet, to extend the term for five additional years, and to adjust the rent to \$12,718.51 per month. **PTL PROPERTY Limited Partnership** is the successor to all the rights, obligations, and interests of John Y. Sato and Victor M. Loehrer in the Premises and under the Lease.

B. The term expires May 31, 2008.

C. The City and Lessor desire to extend the Lease, subject to the terms and conditions set forth in this Second Amendment (the "Second Amendment").

D. Capitalized terms used in this Second Amendment shall have the meanings given to them in the Lease, except as amended by this Second Amendment.

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Lessor and The City agree as follows:

1. **EXTENSION TERM**: The term of the Lease is hereby extended for an additional three (3) year period, commencing June 1, 2008, and shall expire at midnight on May 31, 2011, (the "Extension Term"). The Extension Term shall be upon the same terms and conditions as set forth in the Lease and the First Amendment, except as otherwise expressly provided herein.

2. **ADDITIONAL OPTIONS TO EXTEND**: The City shall have the right to extend the Lease for two (2) additional terms of one year each ("Option Terms"). The City shall exercise its right by notifying the Lessor in writing no later than 120 days in advance of the expiration of the then current term.

3. **TERMINATION OPTION**: The City shall have the right to terminate this lease at any time during the Option Terms without penalty or additional liability to the Lessor, provided The City gives the Lessor six months prior written notice of such termination.



4. **RENT:** Effective June 1, 2008, and thereafter on the first day of each subsequent month during the Extension Term, the City shall pay to Lessor basic monthly rent (the "Rent"), as follows:

6/1/2008 – 5/31/2009	\$13,798.75 per month
6/1/2009 – 5/31/2010	\$14,212.71 per month
6/1/2010 – 5/31/2011	\$14,639.09 per month

5. **RENT DURING OPTION TERMS:** In the event that the City exercises its options to extend the Lease, the Rent during those periods shall be as follows:

6/1/2011 – 5/31/2012	\$15,078.26 per month
6/1/2012 – 5/31/2013	\$15,530.06 per month

6. **EFFECT OF AMENDMENT:** Wherever the word "Term" is used in the Lease it shall be construed to include the Extension Term and the Option Terms, if any. Except as expressly amended by this Second Amendment, the Lease and Lease Amendment No. 1 remain unmodified and in full force and effect as written.

IN WITNESS WHEREOF, Lessor and The City have executed this Second Amendment as of the date first above written.

LESSOR:

**PTL PROPERTY Limited Partnership**  
a Washington Limited Partnership

By: 

Its: PHSEN HUANG

THE CITY:

**CITY OF SEATTLE**  
a municipal corporation duly organized and  
existing under the laws of the State of Washington.

By: 

Brenda Bauer

Its: Director, Fleets and Facilities Department

Date: 5/30/08

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 5 day of June, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Phen Yi Janus Huang, known to me to be the \_\_\_\_\_ the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



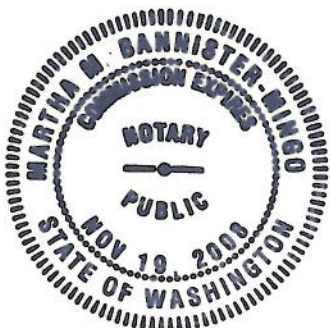
Stacy Carter  
Signature  
Stacy Carter  
Print Name  
NOTARY PUBLIC in and for the State of  
Washington, residing at King Co.  
My commission expires 12/2/09.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 30<sup>th</sup> day of May, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Brenda Bauer, known to me to be the Director of the Fleets & Facilities Department of **CITY OF SEATTLE**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Martha M Bannister-Mingo  
Signature

Martha M. Bannister-Mingo  
Print Name  
NOTARY PUBLIC in and for the State of  
Washington, residing at King.  
My commission expires 11-19-08.



### THIRD AMENDMENT OF LEASE

THIS THIRD AMENDMENT OF LEASE is made this 16 day of April, 2014 by and between **PTL PROPERTY Limited Partnership**, a Washington limited partnership ("Lessor") and **THE CITY OF SEATTLE**, a municipal corporation duly organized and existing under the laws of the State of Washington ("the City").

#### RECITALS

A. On or about June 1, 1998, the City entered into a lease agreement (the "Master Lease") with John Y. Sato and Victor M. Loehrer, a partnership, for use and occupancy of certain real property located at 220 Third Avenue South, Seattle, Washington, and legally described in the Lease (the "Premises"). On or about June, 2003, the City and the partnership of John Y. Sato and Victor M. Loehrer agreed to amend the Master Lease (Lease Amendment No. 1) to increase the square footage of the Premises to 9,462 square feet, to extend the term for five additional years, and to adjust the rent to \$12,718.51 per month. The Master Lease and all subsequent amendments are referred to herein as the "Lease".

B. PTL PROPERTY Limited Partnership is the successor to all the rights, obligations, and interests of John Y. Sato and Victor M. Loehrer in the Premises and under the Lease.

C. On or about May 30, 2008 the Lessor and the City amended the Lease (Second Amendment) to extend the term for up to an additional five years.

D. The Lessor and the City agreed that the Lease continue on a month to month tenancy beginning on June 1, 2013, under the same terms and conditions of the Second Amendment.

E. The City and Lessor desire to extend the Lease, subject to the terms and conditions set forth in this Third Amendment (the "Third Amendment").

F. Capitalized terms not defined in this Third Amendment shall have the meanings given to them in the Lease.

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Lessor and The City agree as follows:

**1. EXTENSION TERM:** The Lease is hereby reinstated and the Term is extended for an additional five (5) year period, commencing June 1, 2013, and shall expire at midnight on May 31, 2018, (the "Extension Term"). The Extension Term shall be upon the same terms and conditions as set forth in the Lease the First Amendment and the Second Amendment, except as otherwise expressly provided herein. The City and Lessor expressly acknowledge that this Third Amendment is executed after the commencement date of the Extension Term, and that the parties intend this Third Amendment to be retroactively effective as of June 1, 2013.

**2. ADDITIONAL OPTION TO EXTEND:** The City shall have the right to extend the Lease for one (1) additional term of five (5) years ("Option Term"). The City shall exercise its right by notifying the Lessor in writing no later than 120 days in advance of the expiration of the then current term.

**3. RENT:** Effective June 1, 2013, and thereafter on the first day of each subsequent month during the Extension Term, the City shall pay to Lessor basic monthly rent (the "Rent"), as follows:

<b>Period</b>	<b>Basic Monthly Rent</b>
6/1/2013 – 5/31/2014	\$ 15,375.75
6/1/2014 – 5/31/2015	\$ 15,837.02
6/1/2015 – 5/31/2016	\$ 16,312.13
6/1/2016 – 5/31/2017	\$ 16,801.50
6/1/2017 – 5/31/2018	\$ 17,305.54

**4. RENT DURING OPTION TERM:** In the event that the City exercises its options to extend the Lease, the Rent during those periods shall be as follows:

<b>Period</b>	<b>Basic Monthly Rent</b>
Year 1	\$ 17,824.71
Year 2	\$ 18,359.45
Year 3	\$ 18,910.23
Year 4	\$ 19,477.54
Year 5	\$ 20,061.86

**5. TENANT IMPROVEMENTS:** Within one hundred twenty (120) days of the Commencement Date of this Third Amendment, Landlord shall coordinate with the City to perform the below listed Tenant Improvements of the Premises. Landlord shall take all reasonable steps to minimize the disruption to the City's operations in the Premises, including but not limited to coordinating the work with the City and performing the work outside of normal business hours. Landlord shall perform any repairs or improvements including but not limited to the below list of City identified Tenant Improvements, up to a maximum expenditure of fifteen thousand dollars (\$15,000) per year of the lease term with a maximum of fifty thousand dollars (\$50,000.00). All work to be performed by the Landlord in this Section 5 shall collectively be referred to as the "Tenant Improvements".

The landlord shall coordinate with the City as to which of the following are the City's priorities for the Tenant Improvements to be performed.

1. Addition of new wall and locking door between the pillar and the existing wall within the entry way of the Premises. The door and locking mechanism shall be of similar style and finish to that of other doors within the premises.
2. Installation of a remote lock/unlock of the front entry door to the Premises.
3. Installation of coating film on windows in sidelights by beanery door and lobby door for entry into the Premises.



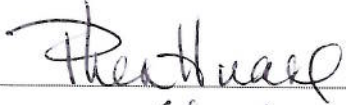
4. Installation of Cipher Lock from the inner door of the large conference room to the general work area within the Premises.
5. Installation of reflective mirrors in entryway and in stairway.
6. Ensure all door closure mechanisms are in good working order, including that they latch securely upon exit.

**6. EFFECT OF AMENDMENT:** As used in this Lease, "Term" means and includes the Extension Term and the Option Terms, if any. All references to "the Lease" mean the Master Lease and all subsequent amendments. Except as expressly amended by this Third Amendment, the Lease remains unmodified and in full force and effect as written.

IN WITNESS WHEREOF, Lessor and The City have executed this Second Amendment as of the date first above written.


LESSOR:

**PTL PROPERTY Limited Partnership**  
a Washington Limited Partnership

By:   
Its: president  
Date: 2014 April 16.

THE CITY:

**CITY OF SEATTLE**  
a municipal corporation duly organized and  
existing under the laws of the State of Washington.

By:   
Its: FAS Chief of Staff  
Date: 6/30/14

Notary for Lessor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 16 day of April, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Phen-Yi Janus Huang, known to me to be the President the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



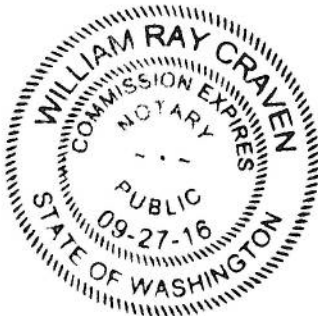
[Signature]  
Signature Sin Ting Leung  
Print Name  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My commission expires Nov 5, 2016

Notary for City:

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 30th day of JUNE, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared LISA PEYER, known to me to be the Chief of Staff ~~Director of Finance and Administrative Services~~ of CITY OF SEATTLE, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument. I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



[Signature]  
Signature WILLIAM R. CRAVEN  
Print Name  
NOTARY PUBLIC in and for the State of  
Washington, residing at SEATTLE  
My commission expires 9-27-16

## FOURTH AMENDMENT OF LEASE

THIS FOURTH AMENDMENT OF LEASE is made this 30<sup>th</sup> day of May, 2018 by and between **PTL PROPERTY Limited Partnership**, a Washington limited partnership ("Lessor") and **THE CITY OF SEATTLE**, a municipal corporation duly organized and existing under the laws of the State of Washington ("the City").

### RECITALS

A. On or about June 1, 1998, the City entered into a lease agreement (the "Master Lease") with John Y. Sato and Victor M. Loehrer, a partnership, for use and occupancy of certain real property located at 220 Third Avenue South, Seattle, Washington, and legally described in the Lease (the "Premises"). On or about June, 2003, the City and the partnership of John Y. Sato and Victor M. Loehrer agreed to amend the Master Lease (Lease Amendment No. 1) to increase the square footage of the Premises to 9,462 square feet, to extend the term for five additional years. The Master Lease and all subsequent amendments are referred to herein as the "Lease".

B. PTL PROPERTY Limited Partnership is the successor to all the rights, obligations, and interests of John Y. Sato and Victor M. Loehrer in the Premises and under the Lease.

C. On or about May 30, 2008 the Lessor and the City amended the Lease (Second Amendment) to extend the term for up to an additional five years.

D. On or about April 16, 2014 the Lessor and the City Amended the Lease (Third Amendment) to extend the term for up to an additional five years, with an option to extend for another five years.

E. The City and Lessor desire to extend the Lease, subject to the terms and conditions set forth in this Fourth Amendment (the "Fourth Amendment").

F. Capitalized terms not defined in this Fourth Amendment shall have the meanings given to them in the Lease.

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Lessor and The City agree as follows:

**1. EXTENSION TERM:** The Lease is hereby extended for a period of five years with the following rental rate during the extension period.

<u>Period</u>	<u>Basic Monthly Rent</u>	<u>Basic Monthly Expansion Rent</u>	<u>Total Basic Monthly Rent</u>
6/1/2018 – 5/31/2019	\$ 17,824.71	\$2,833.33	\$20,658.04
6/1/2019 – 5/31/2020	\$ 18,359.45	\$2,918.33	\$21,277.78
6/1/2020 – 5/31/2021	\$ 18,910.23	\$3,005.88	\$21,916.11
6/1/2021 – 5/31/2022	\$ 19,477.54	\$3,096.06	\$22,573.60
6/1/2022 – 5/31/2023	\$ 20,061.86	\$3,188.94	\$23,250.80



**2. EXPANSION AREA:** Tenant hereby leases from the Landlord and the Landlord hereby leases to the City approximately 2,000 square feet of warehouse/storage space located in a mutually agreeable location in the basement of the Building. Landlord will secure the space, by constructing walls and doors that are keyed alike to the Tenants existing space. Landlord shall also have the Expansion Area lighted in a manner consistent with the building. Rent shall begin on the Expansion area 30 days after Landlord notifies the Tenant of completion of the tenant improvements.

**2. TERMINATION DURING EXTENSION TERM:** It is agreed by the Landlord and the City that notwithstanding any other provision in the Lease, if, at any point following June 1, 2019, said funding, and/or program is increased, changed, decreased, or eliminated, or in the judgement of the executive of legislative authority of the City, continuation of the Lease to its full term would be an unnecessary expenditure of public funds, then the City may terminate this Lease without further obligation to the Lessor; provided that the City provides the Lessor with written notice of such termination at least one hundred eighty (180) days prior to the effective date of such termination. As consideration to terminate the Lease the City shall pay to the Landlord an amount of \$25,000.00, payable on notice of lease termination.

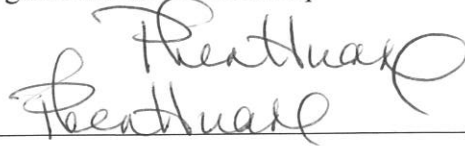
**6. EFFECT OF AMENDMENT:** As used in this Lease, "Term" means and includes the Extension Term and the Option Terms, if any. All references to "the Lease" mean the Master Lease and all subsequent amendments. Except as expressly amended by this Fourth Amendment, the Lease remains unmodified and in full force and effect as written.

Signatures on following page.

IN WITNESS WHEREOF, Lessor and The City have executed this Second Amendment as of the date first above written.


LESSOR:

PTL PROPERTY Limited Partnership  
a Washington Limited Partnership

By:   
Its: Partner  
Date: 2018 May 30  
2018 May 30

THE CITY:

CITY OF SEATTLE  
a municipal corporation duly organized and  
existing under the laws of the State of Washington.

By:   
Its: Deputy Director, Dept. of FAS  
Date: 5-31-18

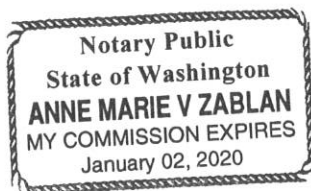
Notary for Lessor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 30<sup>th</sup> day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Phen Huang - PTL Property LP., known to me to be the partner the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Anne Marie V. Zablan  
Signature

Anne Marie V. Zablan  
Print Name

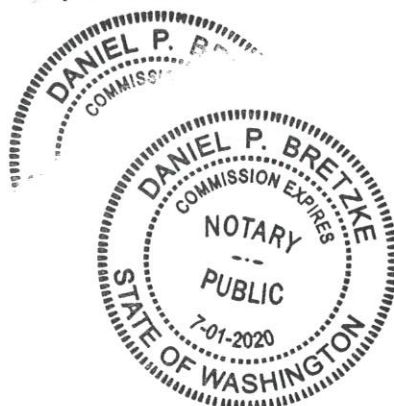
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle.  
My commission expires Jan. 2, 2020.

Notary for City:

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 31 day of May, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Doug Carey, known to me to be the Director of Finance and Administrative Services of **CITY OF SEATTLE**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument. I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Daniel Bretzke  
Signature

Daniel Bretzke  
Print Name

NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle.  
My commission expires 7/1/2020.



## Legislation Text

---

**File #:** CB 120666, **Version:** 1

---

### CITY OF SEATTLE

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

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

AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director of Transportation to enter into a lease agreement on behalf of the City of Seattle with the Cultural Space Agency, a city-chartered Public Development Authority, for its use and occupancy of a portion of King Street Station; and ratifying and confirming certain prior acts.

WHEREAS, the King Street Station (Station) was constructed by the Burlington Northern Railroad in 1906;

and

WHEREAS, The City of Seattle (City) acquired the Station from the Burlington Northern and Santa Fe Railway Company (BNSF) by quitclaim deed dated February 15, 2008 (Deed); and

WHEREAS, upon acquiring Station, the Seattle Department of Transportation (SDOT) commenced extensive seismic upgrades, and renovated and restored historic elements throughout the Station, utilizing a combination of funding from the 2008 Bridging the Gap levy and other City funds, as well as significant federal, state, and private funds; and

WHEREAS, under the Deed, the City's title to Station was conditioned on the City's recognition of Amtrak's historic rights in and to the first floor of the building for use as an intercity passenger rail depot, pursuant to the Rail Passenger Service Act of 1971 (49 U.S.C. § 24308), which created Amtrak, a quasi-public corporation that consolidated and restructured passenger rail service; and

WHEREAS, Amtrak's rights and operational responsibilities were later memorialized in a 20-year lease agreement with Amtrak, authorized by Ordinance 125004 and executed between the City and Amtrak in July 2016; and

WHEREAS, in December 2018, a partnership among SDOT, the Department of Finance and Administrative Services, and the Office of Arts and Culture (ARTS) completed a build out of the third floor of King Street Station to serve as the new location for ARTS, which included gallery space for hosting exhibits curated and sponsored by Seattle-based non-profit arts organizations; and

WHEREAS, in 2019, SDOT and ARTS entered into a memorandum of understanding granting either ARTS or a future Public Development Authority the right of first refusal to develop space for community arts organizations within the vacant, unfinished second floor of King Street Station; and

WHEREAS, in January 2021, the City chartered the Cultural Space Agency Public Development Authority (CSA), whose mission is, in part, to secure long-term affordable commercial cultural space with community partners, more specifically with communities of color, with a particular focus on the needs of Black and Indigenous communities (see Clerk's File 321874); and

WHEREAS, Cultural Space Agency acted on the MOU's development option, with approval from Arts, and since then SDOT and CSA have partnered to design and deliver a tenant improvement project building out the second floor of King Street Station, which included nearly 5,500 square feet of unfinished space, the last of the remaining space not under Amtrak's control; and

WHEREAS, the tenant improvement project is nearing completion and Cultural Space Agency will soon begin utilizing the space as a home for five arts-oriented non-profit organizations devoted to youth arts education and professional development, particularly Black, Indigenous and other People of Color, including the Jackson Street Music Program; Red Eagle Soaring Native Youth Theatre; The Rhapsody Project, which celebrates music and heritage through an anti-racist lenses; Totem Star, which provides recording arts training and mentorship opportunities for area youth; and Wh!psmart, a statewide trade organization dedicated to supporting creative workers and creative businesses, with an emphasis on diversity, equity and inclusivity; NOW, THEREFORE,

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

Section 1. The Director of the Seattle Department of Transportation (Director) is authorized to execute, for and on behalf of The City of Seattle, a lease agreement with the Cultural Space Agency Public Development Authority providing for its use of a portion of the King Street Station, substantially in the form of the agreement 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 \_\_\_\_\_, 2023, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Schereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment 1 - Lease Agreement between The City of Seattle and the Cultural Space Agency Public Development Authority (CSA)



***Lease Agreement***  
***Between***  
***The City of Seattle***  
***and***  
***Cultural Space Agency Public Development Authority (CSA)***

## TABLE OF CONTENTS

1.	PURPOSE .....	4
2.	PREMISES .....	5
3.	LEASE TERM .....	7
4.	INITIAL IMPROVEMENTS AND SUBSEQUENT ALTERATIONS .....	7
5.	RENT .....	7
6.	WAIVER; INDEMNIFICATION .....	9
7.	INSURANCE .....	10
8.	COVENANTS REGARDING CSA'S OPERATION .....	12
9.	UTILITY SERVICES .....	14
10.	SIGNAGE, ADVERTISING & PUBLICITY .....	16
11.	MAINTENANCE, CLEANING AND REPAIR .....	16
12.	PERFORMANCE METRICS .....	ERROR! BOOKMARK NOT DEFINED.
13.	CITY ACCESS TO, AND INSPECTION, REPAIR AND IMPROVEMENT OF PREMISES AND OTHER PROPERTY .....	20
14.	COMPLIANCE WITH LAW .....	20
15.	ENVIRONMENTAL STANDARDS .....	22
16.	CITY'S CONTROL OF BUILDINGS, GROUNDS & ACTIVITIES .....	23
17.	ASSIGNMENTS, SUBLEASES & OTHER INTEREST TRANSFERS .....	24
18.	EXCUSE & SUSPENSION OF OBLIGATIONS (FORCE MAJEURE) .....	24
19.	DAMAGE OR DESTRUCTION .....	25
20.	DEFAULT & BREACH .....	26
21.	REMEDIES CUMULATIVE .....	28
22.	SURRENDER OF PREMISES .....	28
23.	NOTICES .....	29
24.	NO RELATIONSHIP ESTABLISHED .....	29
25.	AUTHORITY OF DIRECTOR .....	30
26.	AMENDMENTS .....	30
27.	NO WAIVER .....	30
28.	CAPTIONS .....	30
29.	INVALIDITY OF PARTICULAR PROVISIONS .....	30



<b>30.</b>	<b>BINDING EFFECT .....</b>	<b>30</b>
<b>31.</b>	<b>NO BROKER.....</b>	<b>31</b>
<b>32.</b>	<b>ACKNOWLEDGEMENT OF NEGOTIATED LEASE; APPLICABLE LAW .</b>	<b>31</b>
<b>33.</b>	<b>EMINENT DOMAIN .....</b>	<b>31</b>
<b>34.</b>	<b>ENTIRE AGREEMENT .....</b>	<b>32</b>
<b>35.</b>	<b>EXHIBITS .....</b>	<b>32</b>
<b>36.</b>	<b>COMMUNICATION AND PROBLEM RESOLUTION.....</b>	<b>32</b>
<b>37.</b>	<b>AGREEMENT MAINTENANCE .....</b>	<b>33</b>
<b>38.</b>	<b>SIGNATURES .....</b>	<b>33</b>

## **1. PURPOSE**

This Lease Agreement (LA) is between the City of Seattle (the City) and the Cultural Space Agency (CSA), a Public Development Authority chartered by the City in January 2021(Exhibit A).

The City of Seattle is the owner of King Street Station (KSS) and the Seattle Department of Transportation has the responsibility and authority for managing, operating, and maintaining the facility located at 303 S Jackson Street, Seattle, 98104 on behalf of the City. The property is legally described on Exhibit B-1.

The City of Seattle Office of Arts & Culture (ARTS) is an occupant of the full 3<sup>rd</sup> Floor of the building with an entry from the 2<sup>nd</sup> floor hallway.

King Street Station is an historic building that is the home of a train station managed by Amtrak on the 1<sup>st</sup> level of the building by which Amtrak has legacy right of use under the Rail Passenger Service Act of 1970. The building includes a plaza at the 2<sup>nd</sup> floor level and plaza and loading zone on the 1<sup>st</sup> level off of King Street. Limited temporary parking is available in the loading zone.

The facility supports Amtrak, a private tenant, on the 1<sup>st</sup> level of the building. ARTS, a City department, on the 3<sup>rd</sup> floor, and CSA, a City chartered Public Development Authority, will be the third of three tenants, on the 2<sup>nd</sup> level, which 2<sup>nd</sup> level premises are depicted on Exhibit B-2 attached hereto.

CSA's mission is, in part, to secure long-term affordable commercial cultural space with community partners, more specifically with communities of color, with a particular focus on the needs of Black and Indigenous communities.

This lease agreement is intended to, among other things, facilitate CSA's plans to establish and sublease office and educational space for multiple arts organizations serving Black and Indigenous communities on the 2<sup>nd</sup> floor of King Street Station (KSS).

This Lease Agreement is intended to clarify facilities services provided by SDOT to manage, operate, and maintain King Street Station, establish roles and responsibilities related to facilities services for CSA on the 2<sup>nd</sup> floor, establish expectations for performance standards, communication processes, and address cost and payment terms. SDOT and CSA agree to enter into this Lease Agreement for the purposes further described herein, including the following:

- To clarify facilities management, operations and maintenance scope of services provided by SDOT at King Street Station, 2<sup>nd</sup> Floor;
- To clarify services provided by SDOT, at King Street Station 2<sup>nd</sup> Floor, specific to support CSA's tenant needs;

- To clarify roles and responsibilities of SDOT and CSA, related to facilities management, operations, maintenance, and alterations at King Street Station 2<sup>nd</sup> Floor;
- To recognize the significant capital improvements CSA will make to the building;
- To determine service expectations and performance standards;
- To review and monitor performance;
- To establish communication and problem resolution processes; and
- To establish cost and payment terms.

Each party agrees to fulfill the terms of this agreement including the roles and responsibilities listed in this Lease Agreement and to adhere to all other references and relevant provisions.

Both parties agree to hold each other and their staff accountable for the performance of the parties' duties. The parties agree to thoroughly understand and enforce this agreement, review it as needed and discuss changes and agree to make changes only by mutual written agreement.

## **2. PREMISES**

A. Grant: Subject to all of the terms and conditions herein, City hereby leases to CSA and CSA leases from City, a portion of King Street Station located on the second floor and containing the approximately 5,401 square feet of space exclusive to CSA, as depicted on Exhibit B-2 (the "Premises"), plus a proportional 13.22% of the building's 3569 of shared common space for a total of 5873 square feet subject to this agreement.

The floor plan for the Premises is attached as Exhibit B-2. CSA acknowledges and agrees that those portions of King Street Station located on the 2<sup>nd</sup> Floor and lying outside of the Premises as shown on the floor plan attached as Exhibit B-2 are not included within the Premises and instead will remain under the sole control of the City or its lessees; it is agreed, however, in no event shall CSA's access to the Premises be impeded.

The mailing address for this location will be:

Cultural Space Agency  
King Street Station 2<sup>nd</sup> Floor  
303 S Jackson St  
Seattle, WA 98104

B. Condition of Premises: CSA accepts the Premises in their condition as of the Commencement Date defined in Section 3 AS IS, with all defects, and assumes all risk that one or more defects exist in the Premises. City makes no warranties or representations of any kind, express or implied, with respect to the condition of the

Premises or their suitability for CSA's purposes other than as specified in this Lease. CSA agrees that any express or implied representations, statements or warranties made by or on behalf of the City prior to the Commencement Date, unless expressly set forth in this Agreement, have been revoked and withdrawn and have no force or effect whatsoever.

C. Use: CSA shall use the Premises for its, or its sub-lessees' administrative and business offices and for one or more of the following uses: meetings and gatherings within permitted occupancy levels; arts and culture education; arts creation and exhibition; music production and performance; theater development, production and performance; and retail sales, including the sale of dry goods, cultural objects by producers or their culturally representative agents and light food and drink.

D. Sub-leasing: Consistent with CSA's mission of securing long-term affordable commercial cultural space with community partners, CSA may sub-divide and sub-lease space constituting all or portions of the Premises to arts organizations as selected by its Governing Council without prior consent from SDOT or the City of Seattle. CSA will be entirely responsible for administering and managing subleases and will serve as a central conduit between its sub-lessees and SDOT and the City of Seattle.

E. Parking Assignments: SDOT does not control space where parking is available. The only space available that is within SDOT's control is the loading zone below the plaza. This space will be a designated loading zone available to all vendors supporting the facility and operations of the tenants.

F. Nonexclusive License to Use Common Areas: Throughout the Term, CSA and its sublessees, patrons, invitees, agents and employees shall have the non-exclusive right to use the common areas of King Street Station in common with all other tenants, visitors and users of the Station and subject to such reasonable rules and regulations of general applicability for the use thereof as the Director may promulgate from time to time ("Rules"). In the event of any conflict between the Rules and the terms of this Lease, the terms of this Lease shall govern. For the purposes of this Lease, the term "common areas" means and includes any area of King Street Station open and accessible to the public during the posted operating hours of other building tenants, including specifically those common areas shown on Exhibit C. Common Areas include but are not limited to the immediate periphery of the Premises, landscaped areas, public toilets, public stairs, ramps and elevators.

CSA acknowledges that the Jackson Street Plaza abutting their Premises are for the enjoyment of all and shall at all times be respectful of the public's right to use the Plaza without fear of disturbance or bother. However, CSA is strongly encouraged to work with the Office of Arts and Culture to program events and productions on the Plaza. Any disputes between ARTS and CSA or its sublessees with regard to programming or use of the Plaza shall be resolved by the SDOT Director ("Director") or the Director's designee

### **3. LEASE TERM**

This Lease shall commence on \_\_\_\_\_ (the "Commencement Date") and shall terminate on December 31, 2053 (the "Term"), with CSA having three successive options to renew the Term for 10 years each in accordance with the terms of Exhibit D.

### **4. INITIAL IMPROVEMENTS AND SUBSEQUENT ALTERATIONS**

A. Initial Improvements: It is a fundamental purpose of this Lease that CSA constructs the tenant improvements generally described on the attached Exhibit E (the "Initial Improvements") and which are anticipated to cost approximately \$3,370,000 ("Estimated Improvement Costs"). The Initial Improvements have been approved by the City. The Estimated Improvement Costs will be repaid by the City in the form of rent credits, as further described in Section 5 below. The parties' rights and obligations with respect to the construction of the Initial Improvements shall be contained in a separate construction agreement (the "Construction Agreement"). Such Construction Agreement shall include a requirement that prior to commencing the Initial Improvements, CSA shall have demonstrated to the satisfaction of the Director or his designee that it has sufficient funds to complete the Initial Improvements.

B. Subsequent Alterations: Following construction of the Initial Improvements CSA shall not make any improvements to the Premises without first obtaining the Director or Director's designee's written permission, which permission shall not be unreasonably withheld, conditioned or delayed. No consent will be required for installation of cosmetic changes (e.g., carpet or paint) or of non-structural fixtures or equipment or repairs and replacement of equipment and related support systems.

C. Improvements to Become City Property: All approved modifications, alterations, additions or improvements (including the Initial Improvements but not including non-structural fixtures or equipment) shall, at the expiration or earlier termination of the Lease, become the property of City and remain upon and be surrendered with the Premises. In no event will CSA or its sub-lessees' sound engineering equipment, musical equipment, stage lighting, or audio-visual gear be deemed an improvement.

D. Damage: In undertaking any repairs, modifications, alterations, additions or improvements, neither CSA nor its contractors, sublessees or agents shall damage or cause destruction to private or public property on or in the vicinity of the Premises that is not scheduled for repair, replacement or removal. Any property that CSA or its contractors, sublessees or agents damage in the course of any repair, modification, alteration, addition or improvement shall be promptly repaired or replaced at CSA's expense.

### **5. RENT**

A. **Annual Rent:** Beginning on the date CSA receives a certificate of occupancy for the Premises (the "Occupancy Date"), which the parties anticipate to be on October 1, 2023, rent shall be paid in accordance with this Section 5. The Annual Rent payable for the initial Term has been agreed to by SDOT and CSA and takes into account the fair market value of the Premises (initially equal to \$30/RSF/year), a fixed fee for estimated SDOT operating expenses, a public benefit offset equal to \$12/RSF/year in light of the use in light of the use of the Premises contemplated hereunder and the reimbursement by SDOT of the Estimated Improvement Costs equal to \$18.00/RSF/year ("Initial Improvement Rent Credit").<sup>1</sup> Annual Rent shall be payable in 12 equal monthly installments, with the first installment on the Occupancy Date and the first day of each month thereafter throughout the initial Term (with such payments subject to daily proration in the event that the Occupancy Date does not occur on the first day of a calendar month).

<b>Year</b>	<b>Annual Rent</b>
Occupancy Date – 12/31/24	\$35,000.00
1/1/25 – 12/31/25	\$35,000.00
1/1/26 – 12/31/26	\$35,000.00
1/1/27 – 12/31/27	\$35,000.00
1/1/28 – 12/31/28	\$35,000.00
1/1/29 – 12/31/29	\$35,000.00
1/1/30 – 12/31/30	\$37,000.00
1/1/31 – 12/31/31	\$39,000.00
1/1/32 – 12/31/32	\$41,000.00
1/1/33 – 12/31/33	\$43,000.00
1/1/34 – 12/31/34	\$46,000.00
1/1/35 – 12/31/35	\$49,000.00
1/1/36 – 12/31/36	\$52,000.00
1/1/37 – 12/31/37	\$55,000.00
1/1/38 – 12/31/38	\$58,000.00
1/1/39 – 12/31/39	\$62,000.00
1/1/40 – 12/31/40	\$66,000.00
1/1/41 – 12/31/41	\$70,000.00
1/1/42 – 12/31/42	\$74,000.00
1/1/43 – 12/31/43	\$78,000.00
1/1/44 – 12/31/44	\$83,000.00
1/1/45 – 12/31/45	\$88,000.00
1/1/46 – 12/31/46	\$93,000.00
1/1/47 – 12/31/47	\$98,000.00
1/1/48 – 12/31/48	\$100,000.00
1/1/49 – 12/31/49	\$100,000.00
1/1/50 – 12/31/50	\$100,000.00
1/1/51 – 12/31/51	\$100,000.00
1/1/52 – 12/31/52	\$100,000.00

1/1/53 – 12/31/53	\$100,000.00
-------------------	--------------

B. Time and Manner of Payment: CSA shall pay Annual Rent in lawful money of the United States through either check or electronic transfer of funds per invoice from SDOT's Finance and Administration Division, Accounts Receivable group, or the City's Accounting Department.

C. Late Charges/Interest: If CSA fails to pay any sums due under this Lease when due and such failure continues for more than ten (10) days after written notice from SDOT to CSA of such delinquency, a service charge of Fifty Dollars (\$50.00) or such larger sum as may be established by ordinance, shall be assessed for each month that the delinquency continues. Such assessments shall be immediately due and payable. In addition, interest on such delinquent amounts shall accrue at the rate of ten (10) percent per annum, from the date of SDOT's delivery of written notice to CSA of such delinquency and until paid. If any check for payment is returned for insufficient funds, CSA shall pay an administrative charge of \$20.00 and thereafter, City may require CSA to pay Rent by cashier's or certified check.

D. Exclusions: This Lease Agreement does not include non-structural fixtures or equipment owned by CSA or its sub-tenants, such as gallery lighting, appliances, recording equipment, office furniture and equipment. See CSA Responsibilities for information on equipment maintained by CSA.

## **6. WAIVER; INDEMNIFICATION**

A. CSA's Indemnification: Except as to activities to which RCW 4.24.115 applies in which case the provisions of that statute shall govern this section) and subject to Section 6.C below, CSA shall indemnify, defend and hold the City, its officers, agents, and employees, harmless from any and all third-party claims, suits, losses, damages, fines, penalties, liabilities and expenses ("Claims") to the extent arising from (i) CSA's occupation, use, sublease, or improvement of the Premises; or (ii) CSA's violation of any law. CSA agrees that its indemnity obligation is specifically and expressly intended to constitute a waiver of CSA's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to City only. The foregoing indemnification obligations shall not apply to the extent that any such Claim arises from the negligence or willful misconduct of SDOT or the City or the failure by SDOT and the City to satisfy its obligations under this Lease. The City and CSA acknowledge and agree that the indemnification provisions of this Lease were specifically negotiated and agreed upon by them and they shall survive the termination or expiration of this Lease.

B. Release of Claims: Subject to Section 7.C below, CSA's placement and storage of business or personal property in the Premises shall be at CSA's sole risk and the City shall not be liable to CSA and CSA hereby waives and releases City from all Claims CSA sustains as a result of any accident or occurrence in or upon the Premises, including but not limited to any defect in or failure of building equipment; any failure to make repairs; any defect, failure or interruption of building facilities or services; broken

glass; water leakage; the collapse of any building component; or any act or omission of any other King Street Station occupants. The foregoing waiver shall not apply to the extent that any such Claim arises from the negligence or willful misconduct of SDOT or the City or the failure by SDOT and the City to satisfy its obligations under this Lease.

C. Mandatory Liability Disclaimer: The Cultural Space Agency public development authority is organized pursuant to Seattle Municipal Code (SMC) 3.110 and RCW 35.21.660, 35.21.670, and 35.21.730-755. RCW 35.21.750 provides as follows: "All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

## 7. INSURANCE

A. CSA Furnished Coverages and Limits of Liability: CSA, or its sublessees as applicable to their operations when not otherwise covered by CSA's insurance, shall obtain and maintain in full force and effect at all times during the Term of this Lease, at no expense to City, insurance as specified below.

1. Commercial General Liability insurance including -

- Each Occurrence Limit	\$1,000,000
- Personal & Advertising Injury Limit	\$1,000,000
- Products-Comp Ops Agg Limit	\$2,000,000
- General Aggregate Limit	\$2,000,000
- Damage to Rented Premises	\$250,000
- Medical Expense	\$5,000

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle. Such insurance shall include "The City of Seattle" as an additional insured as their interest may appear under this Agreement on primary and non-contributory basis. Upon receipt of notice from its insurer(s) Grantee shall provide the City with thirty (30) days prior written notice of cancellation of any required coverage.

2. Sexual Misconduct Conduct Liability Insurance: If CSA's operations involve working with minors, Sexual Misconduct Liability Insurance (Sexual Abuse and Molestation Liability) coverage is required. CSA shall maintain at all times a minimum of \$1,000,000 per occurrence of Sexual Misconduct Liability insurance.



- a. Limits of liability shall be not less than \$1,000,000 each occurrence, bodily injury and property damage combined single limit (CSL) except:
3. Workers Compensation Insurance in accordance with Title 51 of the Revised Code of Washington (RCW).
4. All Risks Property Insurance on a replacement cost basis, covering CSA's tenant improvements, trade fixtures and business and personal property. Such insurance shall include Time Element coverage with sufficient limits to provide for loss of revenues and additional expenses during an interruption of CSA's activities due to damage to or loss of the Premises.

**B. General Terms and Conditions:**

1. The City maintains a fully funded Self Insurance program for worker's compensation and for the protection and handling of its liabilities including injuries to persons and damage to property. The City does not purchase premises liability insurance. Therefore, CSA acknowledges and agrees that the City is self-funded for all of its liability exposures and will not be required to demonstrate proof of premises liability insurance.
2. Except with respect to Workers' Compensation insurance, any self-insured retention in excess of \$25,000 must be disclosed and is subject to the City's approval. CSA shall be responsible for paying any claims that fall within the amount of the self-insured retention. In order for the City to approve a self-insured retention above the stated amount, CSA must state, in writing, that it will protect and defend the City of Seattle as an additional insured under its self-insured retention to the same extent as City would be protected under a commercial insurance policy meeting the requirements set forth herein has been issued and, in addition, provide detailed information as to how and to whom the City should direct any notice or tender.
3. The City reserves the right to approve any insurer, form or type of coverage. Unless the City approves otherwise, all insurers shall be licensed to do business in the State of Washington and rated A or higher in the current A.M. Best's Key Rating Guide; or issues as surplus lines under the provisions of chapter 48.15 RCW by a Washington State licensed broker.
4. The City of Seattle shall be named as an additional insured on the Commercial General Liability insurance policies for primary and non-contributory limits of liability.
5. City reserves the right to periodically review the appropriateness of coverages and/or limits of liability in view of inflation and/or changing industry conditions and

to reasonably require an increase in such coverages and/or limits of liability upon ninety (90) days' written notice to CSA and provided such increases are reasonable with respect to market practices and directly tied to the foregoing considerations.

C. Evidence of Insurance: Except with respect to Workers' Compensation insurance, before occupying the Premises, CSA shall provide City with documentary evidence that it has complied with the insurance requirements hereunder, including coverages, limits of liability and other terms and conditions specified in this Section 7.

As respects Commercial General Liability insurance, evidence of insurance must include a copy of the actual designated additional insured endorsement or blanket additional insured policy wording that documents that The City of Seattle is an additional insured for primary and non-contributory limits of liability. The additional insured endorsement must not contain any limitation of liability language limiting the insurers obligations.

As respects all coverages, each policy must include, and the documentation must demonstrate, that the policy will not be cancelled without at least thirty (30) days' written notice of cancellation having been delivered to the City, except in cases of non-payment of premium, in which case, cancellation may occur upon ten (10) days' written notice.

The certificate holder shall be the City of Seattle PO Box 9468 Seattle, WA 98124-4689

Certification shall be sent to the City's Risk Manager at: Facsimile number (206) 470-1270 or as an email attachment to riskmanagement@seattle.gov, with a copy to:

Juanita Woelfle  
Facsimile number (206) 615-0366 or as an email attachment to  
Juanita.woelfle@seattle.gov

CSA agrees that electronic documents transmitted to the City of Seattle shall constitute original copies and warrants the signature on the transmitted copy as the sender's certifying authorized representative's original signature. ORIGINAL HARD COPY CERTIFICATION IS NOT REQUIRED AND SHALL NOT BE SENT BY MAIL.

## **8. COVENANTS REGARDING CSA'S OPERATION**

A. No Nuisances or Objectionable Activity: CSA and its sublessees shall not (i) permit any noise, odor, dust, vibration or similar substance or condition in excess of the amount normally generated by similar operations and that the Director or designee reasonably determines to be excessive considering CSA's use, to remain on or be emitted from the Premises; (ii) interfere with access to or from the Premises or any other part of King Street Station; or (iii) do anything on the Premises that will create a danger to life or limb.

B. Fire Extinguishers within Premises: CSA shall install and maintain, throughout the Term, 2A-10BC-class fire extinguishers or alternatives approved by the Fire Marshal, in prominent locations on the Premises, and shall instruct its employees regarding their appropriate use. Such fire extinguishers shall be recharged at least once a year and immediately following any use. City has the right to verify compliance with this requirement at any time and to modify this requirement as necessary to conform to current Seattle Fire Department recommendations or requirements and to City of Seattle policies and procedures.

C. Fire Alarm System within Premises: CSA shall, at its sole expense, install and connect to King Street Station's Fire alarm panel, fully addressable equipment and devices necessary to bring the Premises into compliance with current Seattle Fire Department regulations.

D. Objectionable Merchandise or Material: CSA and its sublessees shall not display or offer for sale or rent, or allow to be displayed or offered for sale or rent, on the Premises, any merchandise or other material that the Director or designee, in the exercise of such official's sole discretion, determines will create a danger to life or limb or that may create a substantial litter or other maintenance problem at King Street Station.

E. Cross-Promotional Activities: CSA and the City will work cooperatively to develop and implement cross-promotional strategies to use the parties' respective communications systems and promotional tools to promote each other's events and activities.

F. Promotional Materials: Incorporation of SDOT Logo: CSA (but not any sublessees) shall, to the extent possible, include in any published annual reports produced by or on behalf of CSA that refers to the Premises, including advertisements, posters, programs, but not including tickets, notice that the Premises are located at an SDOT facility, and/or the SDOT logo.

G. Linked Websites: CSA (but not any sublessees) shall maintain a link between the King Station page on its website and the SDOT website.

H. Sponsorship Approval: If CSA procures sponsorship from entities that are in the business of manufacturing, selling, or distributing tobacco, hard alcohol or firearms, CSA shall not advertise these sponsors in a manner visible to the general public inside or outside the Premises, except that such sponsor's name may be a written part of the official title of an event at the Premises, but CSA agrees that no logo, product representation or product distribution is permitted at the Premises. Before concluding any sponsorship agreement with another party that includes naming rights for the Premises, CSA shall submit the same to the Director or designee for approval, and if not approved, shall modify the agreement if the Director or designee so requests, in an effort to secure such approval.

I. Operational Impacts: CSA shall meet with other King Street Station tenants as needed to review the operational impacts of CSA's program on Station operations and activities. To the extent reasonably practicable, CSA shall promptly implement reasonable modifications to its program that the Director or designee requests and that are intended to mitigate demonstrable adverse effects that CSA's program is having upon King Street Station operations.

J. Notification of Casualties or Accidents: CSA shall promptly notify City of casualties or accidents occurring in or about the Premises.

K. Security: CSA shall provide all security for CSA and its sublessees use and activities on the Premises, at CSA's sole cost and expense.

## **9. UTILITY SERVICES**

A. Utility Services Provided by City: The City shall maintain connections for electrical, water and sewer, and sprinkler and fire alarm system monitoring and maintenance available to CSA for the Premises. The City will also ensure availability of solid waste and recycling services to CSA in coordination with other building tenants. However, CSA acknowledges that there is limited space available for dumpsters and it may need to share solid waste service with other tenants. CSA shall pay for these services as follows:

1. Electricity/ Water and Sewer. For the foreseeable future, until and unless the City may be able to sub-meter utilities for each tenant, cost allocations for electricity, and water and sewer, shall be based on the percentage of square footage that the Premises bear to King Street Station, including the proportional share of interior common space, which the parties agree is 11.48% as reflected in Section 2(A) of this agreement (5873 sq. ft, which includes 472 sq ft of proportional common space, equaling 11.48% of King Street Station's total 51,154 sq ft) ("proportional share" or "proportionate share"). The foregoing shall be adjusted for any change that may occur in the square footage, corrections in the measurement of the square footage that both parties agree are valid, or changes in CSA's proportionate share of interior common areas.

2. Solid Waste/Recycling. CSA will be responsible for maintaining garbage and recycling services consistent with City requirements for commercial or institutional entities. Due to limited dumpster space, CSA may be required to coordinate with SDOT and other building tenants to share costs based on its 13.22% share of square footage, with potential upward adjustments if CSA is consistently producing a significantly higher proportion of refuse.

3. Sprinkler; Fire Alarm System. CSA shall pay its proportional share of sprinkler and fire alarm monitoring for fire alarm and sprinkler systems serving the Premises

and shall reimburse the City for the actual cost for regular maintenance and confidence testing of the systems serving the Premises.

**B. Utility Services Provided by CSA:** CSA shall install, secure, maintain and repair, at its sole expense, any utility services necessary to conduct its operations on the Premises and which are not presently provided by the City. Whenever reasonably possible, CSA shall cause all utilities it installs to be separately metered and cause all bills for the delivery of such services to be sent directly to CSA. If separate metering is not possible, the parties shall agree upon a methodology for allocating such costs prior to installation based on CSA's proportionate share of leased space within King Street Station. CSA shall pay before delinquency all fees and charges for all utility services provided to the Premises, including but not limited to telephone and data services, as well as for any special utility requirements and equipment, and for the installation, change and relocation of points and means of service of all utility lines and systems. CSA shall have the right to choose the provider for such utility services subject to the Director or designees approval, with the exception of telecommunications services, as stated in Section 9.D below, which shall not require Director or designee's approval.

**C. Additional Utility Capacity:** CSA shall pay all costs associated with augmenting any existing utility services (including the fire sprinkler system) necessary or desirable for CSA's use and occupancy of the Premises, including relocating or modifying any utility systems . If CSA desires to install lights or equipment that would exceed the capacity or design of King Street Station's existing utility systems, CSA shall obtain the Director or designees prior consent for such installation, which the Director or designee may condition upon CSA's agreement to pay all costs for upgrades, relocations, renovations or revisions to King Street Station's systems as may be necessitated by such equipment or lights. The Director or designee may deny the change if the equipment or lights requested will, in City's reasonable judgment, overburden King Street Station's structural or mechanical, HVAC, plumbing or electrical systems, even if supplemented at CSA's expense.

**D. Telecommunications:** CSA and its sublessees shall be responsible for all telephone and data services provided to CSA or its sublessees within the Premises.

**E. Interruption:** Unless caused by the City's negligence or willful misconduct or the breach of the City's or SDOT's obligations under this Lease, the City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of utility services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure by CSA to make any repairs or perform any maintenance for which it is responsible. Unless caused by the City's negligence or willful misconduct or the breach of the City's or SDOT's obligations under this Lease, no temporary interruption or failure of such

services shall be deemed an eviction of CSA nor relieve CSA from any of CSA's obligations hereunder nor give CSA a right of action against City for damages. Any interruption or failure of services in excess of 48 hours that results from the City's or SDOT's negligence or willful misconduct shall entitle CSA to an abatement of Rent for the duration of such interruption or failure. The City has no obligation to provide emergency or backup power to the Premises. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be CSA's sole responsibility.

## **10. SIGNAGE, ADVERTISING & PUBLICITY**

A. Prohibited Promotion & Other Material: CSA agrees not to display, post or distribute any material (including posters) on any part of King Street Station visible from the exterior of the Premises, and expressly excluding materials in the interior of the Premises that are not visible from the exterior and excluding exterior signs as described in Section 10.B below, except after receiving the Director or designee's written approval therefor, which approval may be given, conditioned or withheld in the Director or designee's reasonable discretion. On or before the expiration or termination of this Lease, whichever is earlier, or, in the case of unauthorized material, on or before the date specified in the Director or designee's notice to remove the same, CSA shall remove, at no expense to City, all materials it has so posted and repair any damage or injury to City property caused by such material and its removal. If any unauthorized material is not removed from City property by the date required, such material may be treated as CSA property subject to removal and storage pursuant to Section 21 hereof.

B. Signs: CSA or its sublessees may install signs on the exterior of the Premises only to the extent permitted by the Director or designee and consistent with Pioneer Square Historic District rules or approvals. The design, installation and location (but not the contents) of said signs shall be subject to the Director or designee's and Pioneer Square Preservation District's written approval. It is the City's expectation that CSA will install all approved permanent signage in a timely manner. Any temporary signage, if the Director or designee approves such, may not be in place more than six (6) months, total. All signs and display materials that CSA is authorized to post or display shall comply with applicable laws and regulations.

## **11. MAINTENANCE, CLEANING AND REPAIR**

### **A. CSA Responsibilities:**

CSA will have the following responsibilities associated with the Premises.

**12. Paint and wall repair:** CSA will be responsible for maintaining all paint and basic repair of walls within the Premises. This includes patching and paint.

- 13. Lighting and electrical systems:** CSA is responsible for maintaining lighting fixtures within the Premises and for any lighting or electrical equipment added by CSA following completion of the Initial Improvements. This includes replacement of bulbs, change out of fixtures and wiring of any connections added after issuance of the certificate of occupation.
- 14. Emergency Preparedness:** CSA and/or its sub-lessees will be responsible for supplying the Premises and its employees with emergency kits and other items for emergency preparedness.
- 15. Emergency Procedures:** CSA will coordinate with SDOT and the other tenants of KSS to coordinate emergency and after-hours procedures for all occupants and visitors to the facility.

**16. Building Security**

**Key Cards:** CSA will be installing a City standard keypad system for the Premises approved by SDOT as part of the Initial Improvements. CSA will continue to cover any of the costs associated with maintenance of the keypad entry system for the areas within the Premises. CSA will ensure that SDOT building facility staff and contracted building engineer have access to the building interior and CSA-leased spaces via the City approved entry system.

**Building Access:** CSA will provide advance notice prior to events or activities that may require higher than normal use of entry and exit points, including elevator access; however, notice may not be possible in all cases, especially in the case of an emergency.

- 17. Premises:** CSA and its sublessees shall keep the Premises always in a neat, clean, safe and sanitary condition, and shall keep and use the Premises in accordance with the laws of the State of Washington and Charter and ordinances of The City of Seattle and the CSA Public Development Authority, and further agree to abide by reasonable rules and regulations for ensuring the safety, security and efficient operations of the leased space.

**18. Building Systems**

Any additional building system installation, modifications, machinery, or furniture moves that would require data, power or other infrastructure changes by CSA to conduct their business shall be at CSA expense, along with the expense to maintain and repair such improvements. SDOT shall review and approve any new or additional building installation of electrical outlets or electrical system capacity, HVAC requirements, machinery, equipment, structures, or other work that would impact the facility in advance of such installation work.

Any CSA proposed interior/exterior improvement, modification, alteration, or space revision that may impact the building envelope shall be submitted to SDOT for review and approval prior to initiation of proposed improvement.

**19. Janitorial**

CSA will provide its own janitorial service within the Premises and will share the proportionate cost for janitorial service within building common areas, including Jackson Plaza.

**B. SDOT Responsibilities:**

SDOT, on behalf of the City, will have the following responsibilities as the building owner and landlord of the facility. In no event shall any action undertaken by SDOT in connection with the following materially disrupt operations within the Premises or alter the size or configuration of the Premises other than in a de minimis manner.

**1. Building Access**

SDOT will provide advance notice prior to any site visits; however, notice may not be possible in all cases, especially in the case of an emergency. SDOT and CSA shall work with FAS to allow and grant card access to certain authorized City of Seattle employees and vendors doing business at the facility. Key SDOT facilities staff will have full time access to the Premises, including to the 2<sup>nd</sup> floor janitorial closet, and building systems utilized by CSA. SDOT from time to time will need to make repairs, improvements and utility efficiency enhancements and will work with CSA to schedule any such projects to minimize disruption to CSA. Notification of entry to the Premises will be critical for ensuring CSA and its sublessees can operate their programs and events, and their staff and visitors are safe.

**2. General Maintenance**

SDOT shall maintain in good working order and condition all general building systems and/or components such as plumbing and lighting fixtures, electricity service, heating, ventilation and air conditioning; and all common areas.

SDOT shall not make any changes to any building systems that have an adverse impact on the operations of CSA without CSA's consent unless the situation is an emergency.

All normal repairs and preventative maintenance to the Premises necessary to maintain general building operations shall be conducted by SDOT at SDOT's direction and sole cost, unless the repairs are required due to damage caused by CSA or its sublessees, invitees, or guests.

**3. Tenant Coordination:** SDOT staff and contractors are responsible for communicating all information regarding the building, safety, security, maintenance and general building updates to all tenants of the building. They will



also be responsible for ensuring tenants coordinate emergency procedures and keep each other informed of events or peak impact times.

**4. Landscaping**

SDOT will maintain and care for all exterior landscaping and hardscaping but may invoice CSA for its proportionate share of maintaining Jackson Plaza along with other KSS common areas.

**5. General Security**

SDOT contracts to provide security patrol service whose role is to monitor the interior common spaces and exterior of the facility. SDOT's security contractor provides random patrols. SDOT will ensure their security service cooperates as needed with any CSA directly hired security and communicates with CSA facilities staff if a conflict arises.

**6. Pest Control**

SDOT shall provide general perimeter and building pest control services (including within the Premises). Treatment of infestations caused by CSA (eg bedbugs), or its sublessees, contractors, agents, invitees, licensees or employees, shall be paid for by CSA. CSA must inform SDOT of any infestation requiring treatment. SDOT reserves the right to provide oversight of infestation treatment as well as the right to notify other tenants.

**7. Window & Awning Cleaning**

SDOT shall provide interior and exterior window and awning cleaning a minimum of twice per year.

**8. Wayfinding**

SDOT shall provide wayfinding signage on the Jackson Street Plaza (2<sup>nd</sup> floor plaza) entrance and within the interior common space locations where wayfinding signage is already placed for 3<sup>rd</sup> floor tenants.

**9. Inclement Weather**

SDOT will arrange for de-icing pretreatment and/or snow plowing services if necessary to access the building consistent with City and SDOT winter weather/snow and ice plans

**10. Maintenance Service Request**

CSA shall promptly notify SDOT, or its designated agent for King Street Station operations and maintenance, of any facility mis-operation, failure, or deficiency by submitting a work order or by calling the designated Property Management contractor in case of any maintenance emergency.

**11. Performance Metrics**

Performance metrics required by any government agencies, such as Seattle City Light, shall be monitored by SDOT and shared upon request to CSA. SDOT is

responsible for ensuring the performance of KSS is kept at the level required to retain its LEED status.

## **11. CITY ACCESS TO, AND INSPECTION, REPAIR AND IMPROVEMENT OF PREMISES AND OTHER PROPERTY**

A. Access to Premises: In addition to City's right of access under Section 11, CSA shall provide City and its agents with access to the Premises at all reasonable times to inspect the same and to make any inspection, repair or improvement the Director deems necessary, but this right of access shall not impose on City any obligation to make any repair, alteration, addition, or improvement except as specifically provided herein. City shall provide CSA with reasonable notice of such inspection, repair or improvement. City shall be responsible for any direct costs borne by CSA arising from such inspection, repair or improvement and any damages caused by City during such inspection repair or improvement to the extent caused by City's negligence or willful misconduct. In no event shall any action undertaken by SDOT or the City under this Section 12.A materially disrupt operations within the Premises or alter the size or configuration of the Premises other than in a de minimis manner.

B. Access to Electrical and Mechanical Rooms: The City reserves for itself, and CSA shall ensure that CSA does not impede, unrestricted access to and use of the City Electrical and Mechanical Rooms adjacent to the Premises at all times throughout the Term.

C. City's Use of Key to Premises: CSA shall provide the Director or designee with keys with which to unlock all of the doors in, upon, and about the Premises, excluding CSA's vaults, safes, files and equipment. In cases of emergency, City may use any and all means that the Director or designee deems proper to open said doors in order to gain entry into the Premises, without liability to CSA. The City's entry into the Premises pursuant to this Section shall not be construed or deemed to be an eviction of CSA or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof.

D. Quiet Enjoyment: SDOT covenants that CSA, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of CSA to be kept, observed and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through the City or SDOT.

## **12. COMPLIANCE WITH LAW**

A. General Requirements: CSA, at no cost to City, in connection with its use of the Premises, shall perform and comply with all applicable laws of the United States; the

State of Washington; the Charter and Municipal Code of City of Seattle; and rules, regulations, orders, and directives of administrative agencies and their officers implementing the same. Whenever CSA or its authorized representative is informed of any violation of any law, ordinance, rule, regulation, license, permit, or authorization committed by it or any person with respect to the use or occupancy of the Premises, CSA shall immediately desist from and/or prevent or correct such violation.

B. Licenses & Other Authorizations: CSA and its sublessees shall obtain and maintain all required licenses, permits, and similar legal authorizations pertaining to the conduct of its business on the Premises, and comply with all requirements thereof.

C. Taxes: CSA and its sublessees shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including but not limited to taxes arising out of the activity or business conducted on the Premises; taxes levied on its property, equipment and improvements on the Premises; and taxes on CSA's interest in this Lease and any leasehold interest deemed to have been created thereby under RCW Ch. 82.29A; and if the State of Washington makes any demand upon City for payment of leasehold excise taxes resulting from CSA's occupancy of the Premises or withholds funds due to City to enforce collections of leasehold excise taxes, CSA shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to City, contest such collection action and indemnify City for all sums expended by, or withheld by the State of Washington from City in connection with such taxation. If CSA is exempt from any tax, a document from the taxing authority demonstrating CSA's exemption must be provided to the Director or designee.

D. Nondiscrimination: CSA shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

CSA shall comply with the Americans with Disabilities Act 2010 Standards for accessible design, which in addition to existing federal, state, and city non-discrimination laws, extends the same civil rights protection to persons with disabilities, which have already been granted on the basis of race, color, religion, sex, age and national origin requirements.

CSA shall also make every reasonable effort to increase public awareness and sensitivity to persons with disabilities. Among other things, CSA shall:

1. Provide advance notification of events with the statement "accommodation for persons with disabilities upon request."
2. Provide alternate forms of communication if requested.

CSA shall also make every reasonable effort to provide language access to members of the public.

### **13. ENVIRONMENTAL STANDARDS**

CSA shall not, without City's prior written consent, keep on or about the Premises or King Street Station any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office and janitorial supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, CSA shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after City's request therefore, provide evidence satisfactory to City of CSA's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances.

CSA shall provide the Director or designee with CSA's USEPA Waste Generator Number (if any), and with a copy of every Material Safety Data Sheet (MSDS), Generator Annual Dangerous Waste Report, environmentally related regulatory permit or approval (including every revision or renewal thereof) and any correspondence CSA receives from, or provides to, any governmental unit or agency concerning CSA's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on or about the Premises. If CSA violates any of the terms of this section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, CSA shall promptly take such action as is necessary to mitigate and correct the violation. If CSA does not act in a prudent and prompt manner, City reserves the right, but not the obligation, to act in place of CSA, to come onto the Premises and to take such action as City deems necessary to ensure compliance or to mitigate the violation. If the Director or designee has a reasonable belief that CSA is in violation of any law or regulation, or that any action or inaction of CSA presents a threat of violation or a threat of damage to the Premises, City reserves the right to enter onto the Premises and take such corrective or mitigating action as the Director or designee deems necessary. All reasonable costs and expenses incurred by City in connection with any such action shall become immediately due and payable as additional rent by CSA within ten (10) days' after City's presentation of an invoice therefore.

In the event that CSA violates the terms of this Section 14, any and all reasonable costs and expenses City incurs in connection with City's inspections of the Premises and City's monitoring of CSA's compliance with this Section 14 thereafter, including City's attorneys' fees and costs, shall be additional rent and shall be due and payable to City within ten (10) days after City's demand therefor. In the event that CSA violates the

terms of this Section 14, CSA shall be fully and completely liable to City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to CSA's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building. In addition to all other indemnity provisions of this Lease, CSA shall indemnify, defend, and hold City harmless from any and all costs, fees, penalties, charges and expenses, claims, suits, and liabilities assessed against, or imposed upon City, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) as a result of CSA's use, storage, disposal, transportation, generation and/or sale of Hazardous Substances. This indemnity shall survive termination or expiration of this Lease.

If during the performance of the Initial Improvements or any subsequent alterations within the Premises, the removal, encapsulation or other remediation of Hazardous Substances (other than Hazardous Substances introduced by CSA or any of its agents, representatives, employees or invitees) determined to be present in the Premises or King Street Station shall be required pursuant to any applicable laws or because such Hazardous Substances would be disturbed by the Initial Improvements or any subsequent alterations within the Premises, such removal, encapsulation or other remediation shall be promptly performed by SDOT, at SDOT's expense, and any damage to the Premises by reason of such removal, remediation or encapsulation shall be repaired by SDOT. SDOT shall also bear any reasonable and documented increase in the costs of any work performed by CSA directly attributable to the presence of such Hazardous Substances in the Premises and not introduced by CSA or any of its agents, representatives, employees or invitees. If as a result of the presence of any such Hazardous Substances in the Premises CSA is required to cease the conduct of its business in the Premises, there shall be a commensurate abatement of Rent equal to the number of days of prevented use of the Premises resulting from the presence of such Hazardous Substances.

#### **14. CITY'S CONTROL OF BUILDINGS, GROUNDS & ACTIVITIES**

Notwithstanding any other provision of this Lease and without limiting the City's general authority over King Street Station and other municipal properties, the City may, without liability of any kind:

A. Physical Appearance: Increase, reduce or change, in any manner and to any extent whatsoever, the number, appearance, dimensions, and location of any and every King Street Station walkway, landscaping element, parking, service area, and other common area within the building.

B. Events: Erect, display and remove promotional exhibits and materials and permit special events on the King Street Station grounds and in the building.

E. Rules & Regulations: Promulgate, from time to time, reasonable rules and regulations of general applicability regarding the use and occupancy of any area of King Street Station so long as such rules do not impact CSA's rights or financial obligations under this Lease other than in a de minimis manner. In the event of any conflict between such rules and this Lease, this Lease shall govern.

F. Other Businesses & Operations: Change the size, number, type and identity of other businesses and operations being conducted or undertaken at King Street Station, and authorize others, directly or indirectly, to sell food, beverages, merchandise and services, including any that may be identical or similar to that which CSA or its sublessees offer. CSA acknowledges and agrees that no representations have been made regarding, and this Lease is not predicated on, continued operation of existing passenger rail operations.

G. Interference: Interfere with light, air or view, either in connection with or as a result of operations by or for City in the construction of any public work or its subsequent use and occupancy, or the repair and maintenance of any City facility or improvement. The City will make a good faith effort, however, to minimize such interference to the extent it is reasonably economical for City to do so.

#### **15. ASSIGNMENTS, SUBLEASES & OTHER INTEREST TRANSFERS**

A. Director's Prior Written Consent Required: CSA may enter into subleases for all or any portion of the Premises without the Director or designee's consent, as further described in Section 16.B below. Except as otherwise provided in the immediately preceding sentence, CSA shall not assign, mortgage, or otherwise transfer or encumber this Lease without the Director or designee's prior written consent, which may be withheld or conditioned only in the Director or designee's reasonable discretion. Consent to any such transfer shall not waive the need for consent to any subsequent transfer if required under this Section 16.A.

B. Subleases: As described above, CSA may enter into subleases for all or any portion of the Premises without the Director or designee's consent during the Term. Sublessees shall assume, in writing, all of CSA's obligations under the Lease with respect to the portion of the Premises involved and the portion of the Term involved, and such sublessee must agree, in writing, to be jointly and severally liable for the performance of all of CSA's obligations under this Lease with respect to the portion of the Premises involved and the portion of the Term involved.

#### **16. EXCUSE & SUSPENSION OF OBLIGATIONS (FORCE MAJEURE)**

If a party's performance under this Lease is prevented by an unforeseeable act of nature, war or war-like operations, civil commotion, riot, labor dispute, including a strike, lockout, or walkout; sabotage, Federal or State regulation or control, or other

condition beyond the reasonable control of such party, then performance of such affected obligation shall be suspended (excluding, however, any monetary obligations, which shall continue to be due and payable), but only for the duration of such condition. The existence of more than one (1) such condition on a given day shall result in only a one (1) day suspension.

## **17. DAMAGE OR DESTRUCTION**

A. Report of Damage or Destruction: CSA shall submit a written report to the Director or designee, in care of the Contracts and Concessions Office, regarding the circumstances of any damage to the Premises or any of CSA's improvements thereto that is not readily knowable by the Director or designee, within twenty-four (24) hours after its discovery.

B. Termination Rights in Event of Damage or Destruction: If the Premises or Building are damaged or destroyed by fire or other casualty and any of the following circumstances apply, then this Lease may be terminated as provided below. In the event of such termination, CSA shall promptly pay City an equitable amount of any insurance proceeds on account of damage or destruction for the portion of the Initial Improvements that the City has then paid for through the application of the Initial Improvement Rent Credit described in Section 5 (as reasonably determined by CSA). All other insurance proceeds related to the Initial Improvements shall be retained by CSA.

1. Either party may terminate the Lease if fifty percent (50%) or more of the Premises are damaged or destroyed; provided, however, if the City terminates this Lease under this clause (1), CSA shall have the option to nullify such termination by delivering written notice to the City of such election within twenty (20) days of receipt of the City's termination notice and notifying the City, in such election notice, that CSA shall be solely responsible for restoring the Premises to the condition prior to such fire or other casualty.
2. The City or CSA may terminate the Lease if the terminating party desires to discontinue CSA's operations because of substantial destruction of the Building, regardless of whether the Premises are destroyed or damaged; provided, however, the City may only exercise such termination right if (i) reconstruction will take longer than three hundred sixty (360) days from building permit issuance, and (ii) the City terminates all other leases or license agreements in the Building.
3. CSA may terminate the Lease if it reasonably determines that the total insurance proceeds payable to CSA, together with the amount of any applicable deductible, are insufficient to enable the Initial Improvements and any subsequent alterations to be rebuilt, repaired and restored after their damage or destruction to a condition suitable to continue the permitted Use hereunder.



Notice of termination pursuant to this Section shall be provided within sixty (60) days after the occurrence of the damage or destruction and shall specify the effective date of such termination.

**C. Rebuilding, Repair & Restoration:** If this Lease is not terminated following an event of damage or destruction, then the City shall restore the building as nearly as possible to its condition immediately before the damage or destruction and the Premises to a “vanilla shell” condition. Thereafter, CSA or the City, at the City's election, shall promptly repair or restore the Initial Improvements and any subsequent alterations made by CSA as nearly as possible to their condition immediately before the damage or destruction, using all available insurance proceeds. Upon completion of the repairs or restoration, CSA shall immediately re-occupy the whole of the Premises, the Rent abatement or reduction provided pursuant to this Section 18.D, if any, shall be discontinued and the full Rent shall again be due and payable. Unless arising from the gross negligence or willful misconduct of the City or the City's or SDOT's breach of the terms of this Lease, the City shall not be liable to CSA for damages, compensation or any other sum for inconvenience, loss of business, or disruption arising from any repair to or restoration of any portion of the Premises or the Building in which the Premises are located.

**D. Rent Obligation in Event of Damage or Destruction:** If the Premises are destroyed or damaged by fire or other casualty not caused by the gross negligence or willful misconduct of CSA or any of its officers, employees, contractors, agents, invitees, or guests, and such destruction or damage is so extensive as to render all or a portion of the Premises unusable (either because of the need to rebuild or to clean and refurbish the same) and CSA has given City timely notice of such destruction or damage, CSA's obligation to pay Rent shall be proportionally abated based on the square footage of the portion of the Premises unusable by CSA, until the date that the affected portion of the Premises are usable or should have been made usable had CSA diligently prosecuted such repair, rebuilding, and restoration work to be performed by it under Section 18.C.

## **18. DEFAULT & BREACH**

**A. Definition:** If CSA fails to keep or perform any covenant, term or condition of this Lease beyond any applicable cure period, or if CSA files or is the subject to a petition in bankruptcy, or if a trustee or receiver is appointed for CSA's assets or if CSA makes an assignment for the benefit of creditors, or if CSA is adjudicated insolvent, CSA shall be in default of this Lease ("Default").

**B. City's Notice of Default & Breach:** If CSA is in Default – defined as any breach of lease terms not cured after reasonable notice and opportunity to remedy - the City shall provide written notice to CSA, specifying the nature of the Default and City's intention to terminate this Lease if the Default is not corrected within Thirty (30) days; provided, however, that if the nature of CSA's obligation is such that more than thirty (30) days is required for performance, then CSA shall not be in Default if CSA commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.



C. Remedies: If CSA fails to timely cure any Default the City may (a) terminate this Lease without any further proceedings and (b) re-enter the Premises and lease and license others to use the Premises during any portion of the period of use remaining under this Lease had it not been terminated and receive compensation therefor. Such re-entry shall not extinguish CSA's liability for the Rent and any other sums due City under the Lease; provided, that CSA shall only be required to pay to City the difference between what City would have received under the Lease had the re-entry not occurred and the rent City is able to recover in mitigation. City shall take reasonable steps to mitigate any damages due to CSA's termination, as further described in Section 21.E, below. CSA's payments due hereunder, if any, shall be made monthly, within thirty (30) days after the date of City's invoice to CSA and shall be subject to the late fees and interest provided for in Section 5.F of this Lease. CSA shall also be liable for and shall reimburse City for any other amount City incurs as a result of CSA's Default including, but not limited to, any costs or expenses City incurs in retaking possession of the Premises, maintaining or preserving the Premises after such Default, preparing the Premises for reletting to a new tenant (including repairs or alterations to the Premises for such reletting), leasing commissions, and any other costs necessary or appropriate to relet the Premises, provided that all of the foregoing costs related to preparing or altering the Premises for reletting and broker's commissions shall be apportioned over the term of the replacement lease on a straight line basis and only those expenses allocable to the remaining term of this Lease shall be debited to CSA. If City re-enters the Premises, City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at CSA's expense and risk. CSA's obligations under this Section shall survive the termination of this Lease.

D. Adequate Security: If a petition is filed by or against CSA under any provision of the Bankruptcy Code or successor act, City reserves the right to require CSA to post a cash bond with the City equal to six (6) months' Rent plus such additional sums as to provide City with adequate security for CSA's performance of its obligations under this Lease.

E. Criteria for Substitute Tenant: The City's obligation to mitigate damages after a Default that results in City's regaining possession of all or part of the Premises shall be satisfied, in full, if City undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria:

The City shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until City obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to re-let the Premises free of any claim of CSA.

The City shall not be obligated to offer the Premises to any prospective tenant when other Premises within King Street Station suitable for that prospective tenant's use are currently available or will be available within three months from the date of Default.

The City shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the lower of (1) the Rent CSA was paying, or (2) 95% of the current fair market rental then prevailing for comparable facilities in the same market area as King Street Station. City shall not be obligated to enter into a new lease under terms and conditions that are unacceptable to City under City's then-current leasing policies for comparable space at the King Street Station.

The City shall not be obligated to enter into a lease with any proposed Substitute Tenant that does not have, in the Director or designee's reasonable opinion, sufficient financial resource or operating experience. City shall not be required to expend any amount of money to alter, remodel, or otherwise make the Premises suitable for use by a Substitute Tenant unless:

CSA pays any such sum (Calculated in accordance with Section 19.C) to the City in advance of the City's execution of a lease with such Substitute Tenant (which payment shall not be in lieu of any damages or other sums to which City may be entitled to as a result of CSA's default under this Lease); or

City, in the Director or designee's sole discretion, determines that any such expenditure is financially justified in connection with entering into any lease with such Substitute Tenant.

The City shall not be obligated to enter into a lease with any Substitute Tenant whose use would disrupt the tenant mix or balance of King Street Station; or adversely affect the reputation of King Street Station; or be incompatible with the operation of King Street Station as a train station or arts and culture center.

**F. Default by City:** City shall not be in default of any obligation under this Lease unless City fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after written notice by CSA to the Director or designee specifying the particular obligation that City has failed to perform. However, if the nature of City's obligation is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

## **19. REMEDIES CUMULATIVE**

Rights under this Lease are cumulative; failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. Each party shall also have any remedy available at law. The use of one remedy shall not be taken to exclude or waive the right to use another.

## **20. SURRENDER OF PREMISES**

A. Surrender & Delivery: Upon the expiration or termination of this Lease, whichever is earlier, CSA shall surrender the Premises in a broom-clean condition, reasonable wear and tear excepted. CSA shall promptly deliver to the Director or designee all keys CSA and any of its officers, agents and employees have to the Premises or any other part of King Street Station. Immediately after vacating the Premises and their surrender to the City, a representative of CSA and City shall jointly inspect the Premises to determine their condition. The Director or designee shall summarize the results of such inspection on a "Premises Inspection Report," a copy of which shall be provided to CSA. If the Director or or designee reasonably determines that CSA has failed to surrender the Premises in a broom-clean condition, the Director or designee may have the Premises cleaned at CSA's expense, including administrative costs.

B. Removal of CSA's Property: Before the expiration of this Lease, or if this Lease is terminated, then within fifteen (15) days after the termination date, CSA shall remove, at its sole expense, all trade equipment and personal property owned or installed by CSA in or on the Premises, unless the Director or designee agrees, in writing, that any items may stay. In removing its property, CSA shall take care to not injure or damage the Premises and shall repair the Premises as necessary to restore them to their condition as of the commencement date of this Lease, ordinary wear and tear and approved improvements, additions, and alterations excepted.

C. Storage of CSA's Property: If CSA fails to remove its trade equipment and personal property as required, City may, but shall not be required, to remove such material from the Premises and store the same, all at CSA's risk and expense. If City removes or arranges for the storage of such material, CSA shall reimburse City for all costs related to the removal, including any restoration and administrative costs.

D. No Claim for Removal: CSA shall not make any claim or demand upon City nor shall City be liable for any inconvenience, annoyance, disturbance, or loss of business or any other damage suffered by CSA arising out of removal operations under this Section.

## **21. NOTICES**

Notices from either party to the other required hereunder shall be in writing and delivered or mailed, postage prepaid, to the intended recipient at the address specified on the signature page of this Lease, or to such other address as may be specified from time to time by either party, by notice to the other party.

## **22. NO RELATIONSHIP ESTABLISHED**

The City is not a partner, associate, or joint venturer of CSA, or any party associated with CSA. CSA is not an agent of City for any purpose whatsoever. CSA shall not create any obligation or responsibility on behalf of City or bind City in any manner.

### **23. AUTHORITY OF DIRECTOR**

No action of the Director, or the Director's designee on his behalf, pursuant to or in implementation of this Lease shall constitute any official action by any other City department or official that may be required by law, ordinance, rule or regulation before CSA may rightfully commence, suspend, enlarge, or terminate any particular undertaking or exercise any particular right or privilege under this Lease.

### **24. AMENDMENTS**

No modification or amendment of the terms hereof shall be effective unless in writing and signed by the authorized representative of each of the parties hereto.

### **25. NO WAIVER**

Nothing other than a written document signed personally by the Director or such official's designee and specifically declaring a City intent to waive a particular breach or Default by CSA shall constitute a waiver of such breach or Default. No such document shall waive CSA's failure to fully comply with any term or condition of this Lease not specifically referenced therein, irrespective of any knowledge any City officer or employee may have of such breach, Default, or noncompliance. No waiver by either party shall be construed to be, or operate as, a waiver of any subsequent Default in full performance of any provision of this Lease. The payment or acceptance of any Rent, other sums due, or other compensation, whether after a Default or from a sublessee or assignee, shall not be deemed to constitute consent to or acceptance of such Default or acceptance of defective or incomplete performance in the future.

### **26. CAPTIONS**

The titles of Sections or other parts of this Lease are for convenience only and do not define or limit the contents.

### **27. INVALIDITY OF PARTICULAR PROVISIONS**

Should any term, provision, condition, or other portion of this Lease or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Lease or the application of such term or provision to a person or circumstances other than those to which it is held invalid or unenforceable shall not be affected hereby and shall continue in full force and effect.

### **28. BINDING EFFECT**

The provision, covenants, and conditions contained in this Lease apply to and shall bind the parties, their legal heirs, representatives, successors, and assigns. By its signature

below, SDOT represents and warrants that it has authority to sign this Lease on behalf of the City.

#### **29. NO BROKER**

CSA represents and warrants that there is no claim for any brokerage commission or finder's fee due to a third-party's relationship with CSA in connection with the execution of this Lease.

#### **30. ACKNOWLEDGEMENT OF NEGOTIATED LEASE; APPLICABLE LAW**

The parties to this Lease acknowledge that it is a negotiated lease, that they have had the opportunity to have the Lease reviewed by their respective legal counsel, and that the terms and conditions of this Lease are not to be construed against any party on the basis of such party's draftsmanship thereof. This Lease shall be governed by and construed under the laws of the State of Washington. The venue of any action brought to enforce the terms of this Lease shall be King County Superior Court.

#### **31. EMINENT DOMAIN**

A. Total Taking: If there is a Total Taking, this Lease shall terminate as of the date of the taking of physical possession of the Premises. A "Total Taking" shall be defined as when (i) the entire Premises are taken or appropriated under the power of eminent domain (other than by City of Seattle), or (i) when less than the entire Premises are taken or appropriated under the power of eminent domain (other than by City of Seattle), but where CSA's use of the Premises is materially interfered with (as reasonably determined by CSA). Upon the date of such taking or transfer, the Term of this Lease shall expire as fully and completely as if such date were the date hereinabove set forth for the end of the Term of this Lease and CSA shall thereupon vacate the Premises, without prejudice to any rights and remedies accrued to City under this Lease before such termination and any Rent paid or payable by CSA shall be adjusted as of the date of such termination.

B. Partial Taking: If there is a "Partial Taking," defined as a taking or appropriation under the power of eminent domain (other than by City of Seattle) other than a Total Taking, then the Lease shall continue in full force and effect; provided, however, that City shall proceed as promptly as is practicable to restore the Premises to an architectural unit as nearly comparable as is reasonable to the unit existing just before such taking or transfer, and the Rent shall be abated in the ratio which the part of the floor area of the Premises so taken or transferred, if any, bears to the entire floor area of Premises immediately before such taking or transfer.

C. Condemnation Award: The entire award for the taking under any right of condemnation or eminent domain or any transfer in lieu thereof shall belong to City, and CSA shall not be entitled to any part thereof or entitled to recover damages for the loss of its leasehold estate or other interest in the Premises and hereby assigns to City,

subject to the following sentence, all of its right, title and interest in and to any such award. CSA shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which CSA may be put for CSA's relocation assistance, moving expenses or the taking or transfer of CSA's Initial Improvements, subsequent alterations or personal property (not including CSA's leasehold interest).

### **32. ENTIRE AGREEMENT**

This instrument, including the exhibits and attachments hereto, and the Construction Agreement referred to in Section 4.A, constitutes the entire agreement between City and CSA relative to the Premises. City and CSA agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are superseded by this Lease.

### **33. EXHIBITS**

The following exhibits are made a part of this Lease:

- Exhibit A: CSA Public Development Authority Charter
- Exhibit B-1: King Street Station Property Legal Description
- Exhibit B-2: Premises Floor Plan
- Exhibit C: Depiction of Common Areas
- Exhibit D: Renewal Options
- Exhibit E: Description of Initial Improvements

### **34. COMMUNICATION AND PROBLEM RESOLUTION**

A. Routine Communication: Routine interactions between tenants are expected to occur on a continual basis. CSA will actively participate in key stakeholder meetings that are established to provide regular facilitated planning and coordination. SDOT shall lead a recurring (minimum quarterly) tenant meeting to cover the following topics:

- Safety review, communication of incidents and actions taken
- Emergency Planning, confirm tenants have plans and resources
- Event schedule, review calendar of events and peak use
- Concerns, raise any facility or co-occupancy concerns
- General Maintenance updates

B. Escalation Process: Disputes or performance issues shall be resolved at the lowest level possible but will be escalated up as needed by either party for a direct consideration and resolution. The first escalation path is to raise the issue to SDOT's Building Manager. Should the issue remain unresolved; the dispute shall be directed to the respective Lease Agreement Administrators as named next to each party's signature below. The Administrators shall meet to resolve the dispute. If this does not lead to resolution, escalated dispute shall be directed to the CSA and SDOT Directors.

C. Adjacent Area Coordination: SDOT and CSA and its sublessees will communicate and coordinate with each other, the Office of Arts & Culture, Amtrak and any other building tenants about any activities taking place in adjoining spaces at the facility.

### 35. AGREEMENT MAINTENANCE

- A. Amendments and change process: Future changes to this Lease Agreement can be mutually negotiated and amended during the term of the Lease with the written consent of the CSA and Directors.
- B. Terminations and Renewal: The Lease Agreement may be extended or terminated by mutual consent of the department Directors or as provided in Section 3, Exhibit D, and Sections 18 and 19.

### 36. SIGNATURES

The following parties hereby agree to all the terms and conditions of this Lease Agreement.

#### SEATTLE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Greg Spotts  
SDOT Director

\_\_\_\_\_  
Date

Lease Agreement Administrator: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute the  
instrument and acknowledged it as the \_\_\_\_\_ of  
\_\_\_\_\_, a  
\_\_\_\_\_, to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

☐ (Check if applicable) This notarial act involved the use of communication technology.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_

\_\_\_\_\_  
Name (printed or typed)  
My appointment expires: \_\_\_\_\_



**CULTURAL SPACE AGENCY**

\_\_\_\_\_  
Olisa Enrico                      Date  
Executive Director, Cultural Space Agency

Lease Agreement Administrator: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she  
signed this instrument, on oath stated that he/she was authorized to execute the  
instrument and acknowledged it as the \_\_\_\_\_ of  
\_\_\_\_\_, a  
\_\_\_\_\_, to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

☐ (Check if applicable) This notarial act involved the use of communication  
technology.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_

\_\_\_\_\_  
Name (printed or typed)  
My appointment expires: \_\_\_\_\_

**EXHIBIT A**  
**CSA PUBLIC DEVELOPMENT AUTHORITY CHARTER**

**CULTURAL SPACE AGENCY**

a mission-driven values-based cultural real estate development company

Monica Martinez Simmons  
Clerk to the City of Seattle  
600 4<sup>th</sup> Avenue, Third Floor  
Seattle, Washington 98104

November 2, 2020

Dear Ms. Martinez Simmons,

It is with great pride in our work, and with increasing hope for the future, that we, the undersigned, present the attached two original copies of the Charter for a new public development authority for Mayor Durkan's consideration, pursuant to Section 3.110.090 of the Seattle Municipal Code.

The name of the new public development authority is The Cultural Space Agency.

The duration of the new authority is perpetual.

The purpose of the new authority is to develop cultural space real estate projects; to do so in a way that reflects the needs and desires of communities that have borne the burden of our shared history of institutional racism; to build community wealth through investment opportunities in cultural real estate projects; and to partner with both mission-driven commercial real estate developers, and with cultural community stakeholders and organizations, to create real property projects that reflect the interests and priorities of both.

The charter we are requesting is attached. It has been developed through a years-long community engagement process and reflects input from multiple stakeholders, including City staff, community partners, legal representation from the City Attorney's Office, and advice from Pacifica Law Group based on that firm's long experience representing City-chartered public development authorities.

Also attached please find the initial rules and regulations for the new authority.

The funds to support the new organization (\$1,000,000) are dedicated through the Office of Arts & Culture's 2021 and 2022 budget authority.

We volunteer ourselves as the interim governing Councilmembers for the new authority until the more permanent Council can be established. Our names and addresses are attached.

We await the City's reply with hopeful anticipation.

Best,

  
Cassie Chinn  
Wing Luke Museum

  
Sarah Wilke  
University of Washington

  
Vivian Phillips  
Independent Arts Consultant

  
Cote Soerens  
Resistencia

  
Tim Lennon  
Langston

**(Clerk's File #321818)**

37.  
38.



The Honorable Jenny A. Durkan, Mayor  
City of Seattle

November 2, 2020

Mayor Durkan,

We the undersigned represent the leadership of the Departments and Offices of the City of Seattle whose work most closely aligns with the mission and operations of the Cultural Space Agency described in the attached.

Together we recommend the creation of this new entity, and we affirm our intent to support the launch and ongoing operations of the Cultural Space Agency.

- We commit to serving, or serving through senior staff proxy, on an Interdepartmental Team (IDT) dedicated to this work.
- We commit to identifying financial resources with which to support the Cultural Space Agency.

Respectfully,

Randy Engstrom  
Director, Office of Arts & Culture

Emily Alvarado  
Director, Office of Housing

Sam Assefa  
Director, Office of Planning and Community Development

Jessica Finn Coven  
Director, Office of Sustainability and the Environment

Jesús Aguirre  
Superintendent, Department of Parks & Recreation

Bobby Lee  
Director, Office of Economic Development

Mariko Lockhart  
Director, Office for Civil Rights

Andres Mantilla  
Director, Department of Neighborhoods

Robert Nellams  
Director, Seattle Center

Nathan Torgelson  
Director, Department of Construction and Inspections

Tina Walha  
Director, Innovation & Performance Unit

# CULTURAL SPACE AGENCY

a mission-driven values-based cultural real estate development company

## Names and Addresses of Persons Nominated as the Initial Corporate Officials

**Cassie Chinn**

The Wing Luke Museum of the Asian Pacific American Experience  
719 South King Street  
Seattle, WA 98104

**Randy Engstrom** (*ex officio*)

The Seattle Office of Arts & Culture  
PO Box 94748  
Seattle, WA 98124-4748

**Tim Lennon**

LANGSTON  
104 17<sup>th</sup> Avenue South  
Seattle, WA 98144

**Vivian Phillips**

Arts Consultant  
c/o LANGSTON  
104 17<sup>th</sup> Avenue South  
Seattle, WA 98144

**Coté Soerens**

Resistencia  
1249 South Cloverdale Street  
Seattle, WA 98108

**Sarah Wilke**

Meany Center for the Performing Arts  
University of Washington  
4040 George Washington Lane Northeast  
Seattle, WA 98195

## CHARTER

of

### The Cultural Space Agency

a public development authority

#### PREAMBLE

The Cultural Space Agency (the “Agency”) is organized as a mission-driven and values-based cultural space real estate development company. It is dedicated to the support of cultural spaces throughout the region, and is committed to centering racial equity, to fighting cultural and economic displacement, to building community wealth, and to retaining cultural identity in what has long been the fastest-growing city and region in the United States. It is intended to work in partnership with an associated nonprofit corporation to maximize the benefits of both organizational structures.

The Cultural Space Agency is also integrated into a framework of civic recovery in a COVID-19 context. From the very founding of the City of Seattle, our growth has benefitted some and pushed out others, amplifying divisions between those with access to opportunity and those without. The COVID crisis exacerbated this inequity of prosperity and created opportunities to further consolidate wealth and property ownership. The Cultural Space Agency is designed to re-equalize these opportunities; to leverage civic and philanthropic investments on behalf of equitable development strategies, and to center the celebration of cultural richness as a primary strategy towards rebuilding civic health and wealth.

The Cultural Space Agency is rooted in a suite of values that were expressed through multiple years of community engagement. As those values are truly the organizing principles of the Cultural Space Agency, we repeat them here, to codify them into the foundational document of the corporation:

**Keep Race in the Room:** Center the needs of communities of color.

**Build Community Wealth:** Create structures that support literal property ownership by community members and organizations.

**Who Decides Who Decides?:** Create transparent decision-making pathways where power flows from community to organizational leadership.

**Assets are not Always Financial:** Find ways to value intergenerational knowledge, sweat equity, cultural traditions, social networks, and other non-financial assets found in community.

**Always be Learning:** Question dominant cultural assumptions and be inquisitive.

The Cultural Space Agency has been designed through partnerships with eight City departments and offices, over fifty community cultural organizations, and was the subject of an extensive Racial Equity Toolkit. It is designed to respond to the needs of

communities of color, with particular focus on the needs of Black and Indigenous communities.

The organization is designed to build community wealth and to bring cultural and racial equity to property investments – to provide vulnerable operators with the *agency* to make decisions about their own cultural spaces. It is designed as an intermediary, an organization that can connect and work equally well with government, with commercial real estate investors and developers, and with cultural organizations, artists, and small businesses.

**Article I**

**NAME AND SEAL**

The name of this corporation shall be The Cultural Space Agency (hereinafter both "The Cultural Space Agency" and simply the "Agency"). The corporate seal shall be a circle with the name "The Cultural Space Agency" inscribed therein.

**Article II**

**AUTHORITY AND LIMIT ON LIABILITY**

1. Authority

- A. The Cultural Space Agency is organized pursuant to Ordinance 103387 of the City of Seattle (codified in Chapter 3.110 of the Seattle Municipal Code), and Chapter 37, Laws of 1974, First Extraordinary Session (43rd Leg. 3rd Extra. Sess.).

Chapter 37, Laws of 1974, First Extraordinary Session (43rd Leg. 3rd Extra. Sess.) provides as follows:

All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and credit of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town or county creating such corporation, commission or authority on account of any debts, obligations or liabilities of such public corporation, commission or authority.

The language of Section 1.A immediately above is included in this Charter pursuant to the mandates of SMC 3.110.140.A.3 (Ordinance 103387 § 14, 1974).

Pursuant to SMC 3.110.160:

The City Council by resolution may amend the statement required by Section 3.110.140 A3 from time to time to reflect any subsequent state legislation amending or supplementing Chapter 37, Laws of 1974, First Extraordinary Session (43rd Leg. 3rd Extra. Sess.), or recodification of such sections, and such amendatory statement shall be attached as an amendment to the charter of the public corporation.

For the purposes of this Charter, "Chapter 37, Laws of 1974, First Extraordinary Session (43rd Leg. 3rd Extra. Sess.);" means RCW 35.21.660, 35.21.670, and 35.21.730 through 35.21.755, as written on the date of the issuance of this Charter.

2. Relationship to Partner Nonprofit Corporation

- A. The Agency is intended to hold and manage real estate assets on behalf of the partner nonprofit corporation. The Agency's Council shall not commence real estate asset holdings and management for the partner nonprofit corporation until the Agency's Council, by resolution, approves a contract with the partner nonprofit corporation to address the scope of real estate asset holdings and management services, and any related costs or fees.
- B. The Agency is also intended to provide oversight on the acquisition and disposition of those assets to further the purposes of the two organizations.

3. Limit on Liability

All liabilities incurred by the Cultural Space Agency shall be satisfied exclusively from the assets and properties of the Agency and no creditor or other person shall have any right of action against the City of Seattle on account of any debts, obligations, or liabilities of the Agency.

4. Mandatory Disclaimer

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Cultural Space Agency's principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the Cultural Space Agency:

The Cultural Space Agency public development authority is organized pursuant to Seattle Municipal Code (SMC) 3.110 and RCW 35.21.660, 35.21.670, and 35.21.730-755. RCW 35.21.750 provides as follows: "All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."



**Article III**

**COMMENCEMENT AND DURATION OF THE CULTURAL SPACE AGENCY**

The Cultural Space Agency shall commence its existence effective upon filing its Charter as issued and attested. The duration of the Cultural Space Agency shall be perpetual unless terminated by City Council resolution pursuant to SMC 3.110.460 or as required by State law.

**Article IV**

**PURPOSE**

The purpose of the Cultural Space Agency is to provide a legal entity under RCW 35.21.660, 35.21.670, and 35.21.730 through 35.21.755, and Seattle Municipal Code Chapter 3.110 (Public Corporations) through which persons will be afforded a structure to work for the creation, acquisition, activation, and long-term preservation of cultural spaces. Additionally, the purpose includes encouraging the expansion of real property assets belonging to organizations aligned with the Agency's goals and to increase their sustainability. Finally, the Agency seeks to reduce wealth disparities between cultural communities and the broader economy. The Cultural Space Agency will prioritize projects and activities that reduce disparities identified by the City of Seattle's Race and Social Justice Initiative and/or equivalent racial justice programs.

Employing the powers and capabilities conferred by State and City Law, the Agency intends to promote, assist, and encourage the acquisition, preservation, restoration, and development of structures and cultural spaces in areas that will assist with the promotion of cultural life for City of Seattle residents, visitors, and workers. These efforts will be conducted in a manner that affords expanded opportunities for artists, cultural workers, members for the creative economy, and others who support cultural anchors and institutions, to carry out their activities.

The Agency will undertake the development, acquisition, and operation of community-facing commercial and cultural spaces. Additionally, it may acquire or redevelop existing cultural spaces to preserve their usability and prevent the displacement of cultural anchors. The Agency seeks to increase access to the spaces that increase the cultural vibrancy and livability of the region's many diverse neighborhoods.

The Agency will pursue the sustainability of cultural spaces alongside the goal of increasing access to community wealth and asset-building opportunities. The Agency will seek opportunities to strengthen the financial well-being and stability of organizations who are partners in Cultural Space Agency projects and programming.

**Article V**

**POWERS**

The Cultural Space Agency shall have the powers granted by RCW 35.21.745 and SMC 3.110.040, 3.110.050, and 3.110.060, as the same may each be amended. Based on said authority granted by law, the Cultural Space Agency shall have the power to:

1. Own and sell, and lease and sublease, real and personal property;
2. Contract and enter into partnership with individuals, associations, corporations, the State, and the United States;
3. Sue and be sued;
4. Lend and borrow funds;
5. Do anything a natural person may do;
6. Perform all manner and type of community services and activities utilizing public or private funds;
7. Administer and execute federal, state, county, city, and other municipal grants and programs;
8. Receive and administer federal, state, county, city, and other municipal funds;
9. Provide and implement such municipal services as the City Council and Mayor may by ordinance direct;
10. Transfer, with or without consideration, any funds, real or personal property, property interests, or services received from the federal government, or private sources, or, if otherwise legal, from a city or county;
11. Receive and administer private funds, goods, or services for any lawful public purposes;
12. Purchase, lease, exchange, mortgage, encumber, improve, use or otherwise transfer or grant security interests in real or personal property or any interest therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;
13. Issue negotiable bonds and notes in conformity with Seattle Municipal Code 3.110.420, and applicable provisions of the Uniform Commercial Code and state law in such principal amounts as, in the discretion of the Agency, shall be necessary or appropriate to provide sufficient funds for achieving any Agency purposes or to secure financial assistance, including matching funds from the United States, for corporate projects and activities;
14. Contract for, lease, and accept transfers, gifts, or loans of funds, or property, from the United States, a state, and any political subdivision or agency of

either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions thereof;

15. Manage, on behalf of the City, any property acquired by the City through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
16. Recommend, to appropriate governmental authorities, public improvements and expenditures in the areas of the City in which the Cultural Space Agency, by its Charter, has a particular responsibility;
17. Recommend, to the Mayor and City Council, and any political subdivision or agency of either, any property which, if committed or transferred to the Agency, would materially advance the public purpose for which the Agency is chartered;
18. Initiate, carry out, and complete such improvements of benefit to the public as the Mayor and City Council may by ordinance assign;
19. Recommend, to the Mayor and City Council, such tax, financing, and security measures as the Cultural Space Agency may deem appropriate to maximize the public interest in any area in which the Agency, by its Charter, has a particular responsibility;
20. Lend its funds, property or credit or services for Agency purposes; or act as a surety or guarantor for Agency purposes;
21. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporation, or governmental agencies, with or without charge;
22. Control the use and disposition of Agency property, assets, credit;
23. Invest and reinvest its funds;
24. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
25. Sponsor, lease, manage, construct, own, or otherwise participate in housing and other development projects where such activity furthers the public purpose for which the Cultural Space Agency is chartered;
26. Maintain books and records as appropriate for the conduct of its affairs;
27. Conduct Agency affairs, carry on its operations, and use its property as allowed by law and consistent with Seattle Municipal Code Ch. 3.110, its Charter and its Rules and Regulations; name Cultural Space Agency officials, designate agents, and engage employees, prescribing their duties,

qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;

28. Identify and recommend, to the United States, a state, and any political subdivision or agency of either, the acquisition by the appropriate governmental entity—for transfer to or use by the Cultural Space Agency—of property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purposes for which the Agency is chartered;
29. Exercise and enjoy such powers as may be authorized by law; and
30. Have and exercise all powers necessary or convenient to affect the purposes for which the Cultural Space Agency was organized and perform authorized corporate functions.

#### **ARTICLE VI**

##### **LIMITS ON THE CULTURAL SPACE AGENCY'S AUTHORITY**

1. All funds, assets or credit of the Cultural Space Agency shall be applied toward or expended upon municipal and community services, projects, and activities authorized by its Charter. The Cultural Space Agency shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to corporate officials, or engage in business for profit.

The foregoing limitation does not preclude the following transactions or activities, and the Cultural Space Agency, unless restricted by its Charter, may:

- A. Compensate corporate officials or constituents a reasonable amount for services rendered, reimburse reasonable expenses actually incurred in performing their duties, and extend to constituents derivative benefits or projects and activities accorded to the community generally or to members of the community by criteria equally applied, and as appropriate in order to avoid unreasonably impeding attainment of widespread community participation in carrying out Agency projects and activities;
- B. Assist corporate officials or constituents as members of a general class of persons to be assisted by a project or activity to the same extent as other members of the class, and as long as no special privilege or treatment accrues to such corporate official or constituent by reason of his status or position in the Cultural Space Agency;
- C. Return to corporate officials or constituents any fees, dues, or service charges originally contributed by them and surplus to the purposes for which they were collected;
- D. Defend any corporate official, or former corporate official (including employees) in any legal or administrative proceedings in which that person is

made a party by reason of their position or former corporate position, or at the Agency's option, indemnify such corporate official or former corporate official for expenses actually or necessarily incurred that person in connection with such defense, except as to matters on which they shall be adjudged in such action or proceeding to be liable for an act or omission performed without capacity or power, or willful misconduct in the performance of duty; and

- E. Sell assets for a consideration greater than their reasonable market value or acquisition costs, or charge for services more than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the Cultural Space Agency's general object or purpose and is applied to or expended upon civic and community services, projects, and activities as aforesaid.
2. No funds, assets, or property of the Cultural Space Agency shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or substantial part of the activities of the Cultural Space Agency be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States or the legislature of this State, or the County Council or City Council, provided, however, that members and officials of the Cultural Space Agency may respond to requests by contacting members of Congress, State legislators, or City Council members for information and appear before any such legislative body in connection with funding and other matters directly affecting the Cultural Space Agency or its ability to carry out the purposes for which it is chartered.
3. The Cultural Space Agency shall have no power of eminent domain nor any power to levy taxes or special assessments.
4. The Cultural Space Agency may not incur or create any liability that permits recourse by any contracting party or member of the public to any assets, services, resources, or credit of the City of Seattle.

#### **ARTICLE VII**

##### **ORGANIZATION OF CULTURAL SPACE AGENCY**

1. Management of all Cultural Space Agency affairs shall reside in the Council. The Council shall be composed of no fewer than six (6) and no more than eighteen (18) members.
2. Initial Council Membership  
At the Agency's organizational meeting (described in SMC 3.110.130), the Initial Council shall organize itself, may appoint interim officers, and may appoint nonvoting members of the Council to serve until the selection process provided

in Section 4 below is completed. The Initial Council may also select its temporary place of business and assist in organizing the constituency.

The Initial Council may only organize itself if:

- a. The City Council has confirmed a quorum of the Initial Council; or
  - b. Sixty (60) days have elapsed after the submission of Initial Council member nominations to the City Council for confirmation (including all the information required by the City Council for consideration of an appointment) without the City Council taking action.
3. Quorum: Unless otherwise specifically described in this Charter, a quorum is a simple majority of the Council's voting members, or five (5) voting members of the Council, whichever is greater.
4. Council
  - A. Council members shall be nominated by the organization's Constituency (see Article VIII below). Those nominations shall be forwarded to the Mayor of Seattle, who shall select nominees from the Constituency's nominations, and present the Mayor's selected nominees to the Seattle City Council for approval in compliance with SMC 3.110.275.
  - B. Within eighteen months of the issuance of this Charter, the Initial Council organized as described in Section 2 above, as well as others identified and approved through the process identified in Section 4.A above, shall by resolution divide the members of the Council into three classes of six (6) members each (if there are fewer than 18 members at the time of this division, the Council shall divide into three equal, or roughly equal, groups) designated Class I, Class II, and Class III.
  - C. At the regular meeting of the Council that coincides most closely with the first anniversary of the issuance of this Charter, the terms of those members of the Council that are in Class I shall expire, provided that they shall continue in office until their successors are appointed as provided by the Seattle Municipal Code and this Charter.
  - D. At the regular meeting of the Council that coincides most closely with the second anniversary of the issuance of this Charter, the terms of those members of the Council that are in Class II shall expire, provided that they shall continue in office until their successors are appointed as provided by the Seattle Municipal Code and this Charter.
  - E. At the regular meeting of the Council that coincides most closely with the third anniversary of the issuance of this Charter, the terms of those members of the Council that are in Class III shall expire, provided that they shall continue in office until their successors are appointed as provided by the Seattle Municipal Code and this Charter.

- F. The Council vacancies created by the expiration of the term of the all Classes of members shall be filled with persons chosen from nominees presented by the Constituency to the Mayor and subject to confirmation by the City Council.
- G. This reappointment and confirmation procedure shall continue annually as to successive Classes, so that at the regular meeting of the Council that coincides most closely with each anniversary of this Charter a new Class of Council Members will take office; provided, however, that each person so selected shall hold office for the three-year term for which that person is selected and until their successor shall have been appointed; and provided that no Council member may serve more than two consecutive three-year terms.
- H. The Rules and Regulations shall provide for the filling of all vacancies other than those caused by the expiration of a regular term as defined herein. Filling of vacancies other than those caused by expiration of a regular term shall comply with SMC 3.110.275.
- I. Members of the Council must meet all of the following baseline requirements:
  - i. Members must reflect the priorities of, and demonstrate alignment with, the mission, vision, and values of the organization.
  - ii. Members must demonstrate a lived commitment to the cultural life and vitality of the city and demonstrate a depth of relationship to cultural communities.
  - iii. Members must demonstrate a commitment to, and a history of, anti-racist and racial equity work.
- J. Members must meet some of the following criteria:
  - i. Have a lived connection to anti-Blackness or to Black, Indigenous, and People of Color (BIPOC) communities that have borne the brunt of other institutional racism, and demonstrate a history of engagement with antiracist work.
  - ii. Have a lived experience with historically disinvested and marginalized communities, including but absolutely not limited to LGBTQ+ communities, the disabled, the non-neuro-normative, the formerly incarcerated, those without stable housing, the poor, the elderly, and young people, to name but a few.
  - iii. Have a significant connection to a neighborhood with high risk of displacement, a neighborhood that has experienced the negative impacts of growth, a neighborhood with low access to

- opportunity, and those individuals who have experienced unwanted displacement.
- iv. Demonstrate a rootedness in intersectional work, recognizing the various intersections of how dominant culture marginalizes those considered to be “others,” and how those intersections drive a deepened disenfranchisement.
- K. Members should ideally also have a connection to the operations, programs, and other business of the Agency. Council members are sought who demonstrate:
- i. Experience, knowledge, interest, and / or professional expertise in community organizing.
  - ii. An active practice as a working artist or culture-maker in any discipline or medium.
  - iii. Experience, knowledge, interest, and/or professional expertise in commercial real estate.
  - iv. Experience, knowledge, interest, and/or professional expertise in government relations.
  - v. Experience, knowledge, interest, and/or professional expertise in the practice of law.
- L. The executive director (or otherwise titled lead staff member) of the Agency shall sit on the Council in a non-voting *ex officio* seat. A liaison from the City of Seattle, to be identified by the Mayor, shall sit on the Council in a non-voting *ex officio* seat. Provisions in this Charter and the Rules and Regulations regarding majority votes of the Council means the majority votes of the Council’s voting members (i.e. majority of the Council excluding non-voting *ex officio* seats from the denominator when determining whether a majority vote exists).
- M. It is intended that the Agency is one-half of a pair of organizations dedicated to a shared body of work. The other half of that pair is a nonprofit corporation. Meetings of the Council and meetings of the Board of Directors of the nonprofit corporation are separate and distinct. For example, the Council’s meetings shall comply with the Open Public Meetings Act. It is intended, however, that the meetings of the two groups would happen sequentially, on the same date and in the same meeting space, and that each meeting is open to the public, so that the Council and the Board have the option of being present for the other’s regular meeting.
- N. The Council shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed in Section 5 of this Article VII, and shall have stewardship for



management and determination of all corporate affairs except as may be specifically reposed in the Constituency under Article VIII hereof.

5. Council Concurrence Required

General or particular authorization or concurrence of the Council by resolution shall be necessary for any of the following transactions:

- A. Transfer or conveyance of an interest in real estate other than a release of a lien or satisfaction of a mortgage after payment has been received and the execution of a lease for a current term of less than one year;
- B. The contracting of debts, issuance of notes, debentures or bonds, and the mortgaging or pledging of corporate assets to secure the same;
- C. The donation of money, property, or other assets belonging to the Cultural Space Agency;
- D. An action by the Cultural Space Agency as a surety or guarantor;
- E. All transactions in which:
  - a. The consideration exchanged or received by the Cultural Space Agency exceeds \$50,000, subject to adjustments based on the annual percentage change (increase or decrease) in the Seattle-Tacoma-Bremerton, WA consumer price index for all urban consumers (CPI-U), *and* rounded down to the nearest thousand dollars, provided the Council makes said adjustments by resolution, and provided, in the absence of an adjustment resolution, the amount stated in this Subsection 2.E.a (or as most recently adjusted by Council resolution shall apply);
  - b. The performance by the Cultural Space Agency shall extend over a period of one year from the date of execution of an agreement therefore; or
  - c. The Cultural Space Agency assumes duties to the City, the County, the State, or the United States;
- F. Any project or activity outside the limits of the City;
- G. Adoption of an annual budget;
- H. Certification of annual reports and statements to be filed with the City Clerk as true and correct in the opinion of the Council and of its members, except as noted;
- I. Proposed amendments to the Charter (amendments to the Charter must be approved by a 2/3 majority of the Council, and with the concurrence of a simple majority of the Constituency); and

- J. Such other transactions, duties, and responsibilities as the Charter shall repose in the Council or require Council participation by resolution.
6. Council Concurrence and Quorum for Specific Circumstances
- A. "Council concurrence," as used in this Article may be obtained at any regular or special Council meeting by an affirmative vote of a simple majority (unless otherwise noted) of the Council members voting on the issue, provided that such majority equals one-third or more of the Council voting membership.
  - B. Any resolution authorizing or approving an action described in SMC 3.110.200 (and also described in Section 5 above) shall require Council concurrence.
  - C. The quorum requirements for amendments to the Charter of the Agency are set forth in Article X below.
  - D. The Rules and Regulations of the Agency may prescribe additional Council quorum restrictions which equal or exceed the quorum restrictions imposed in this section.
7. Officers and Division of Duties
- A. Any officer may be assigned by the Council any additional title that the Council deems appropriate. Any two or more offices may be held by the same person, except the offices of President (also referred to herein and in the SMC and RCW as the "chief executive") and Treasurer (also referred to herein and in the SMC and RCW as the officer responsible for the custody of funds and maintenance of accounts and finances). Neither of the ex officio members of the Board may serve as officers.
  - B. Additional officers may be provided for in the Rules and Regulations of the Agency. The President shall be the agent of the Agency for service of process; the Rules and Regulations may designate additional corporate officials as agents to receive or initiate process. The corporate officers, who shall be selected by the Council from among the membership of the Council, shall, as provided in the Rules and Regulations, direct the daily affairs and operations of the Agency.
  - C. Before any corporate official takes office, the officer shall file a fidelity bond in an amount determined by the Agency if the official is responsible for accounts and finances. The official may only hold office as long as such bond continues in effect. Any such bond shall be organized by the Agency and funded at the Agency's expense.

8. Committees

A. Standing or Temporary Committees

The Council, by resolution adopted by a majority of the Council, may designate and appoint one or more standing or temporary committees, each of which shall consist of one or more Council members and any such non-Council-member community representatives with applicable expertise and who the committee's Council members feel is appropriate.

Members of the Board of Directors of the associated nonprofit (also known as The Cultural Space Agency) are also eligible, and expected, to sit on each of the committees of the public development authority. Each committee must have representation from both the public development authority's Council and the nonprofit corporation's Board.

Such Council committees shall have and exercise the authority of the Council in the management of the corporation, subject to such limitations as may be prescribed by the Council. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Council or any individual Council member of any responsibility imposed upon it, or them, by law.

B. Initial Committees

Council shall have five standing committees from its outset.

The first standing committee is an **Executive Committee**, which shall be made of up the Corporate Officers, and other members of the Council as the President may select, and the *ex officio* seats held by both the organization's executive director and the liaison from the City of Seattle. The Executive Committee shall coordinate the flow of information and oversight through the entire organization. The Executive Committee shall also serve as the **Listening Committee**, which is intended as a feedback mechanism, a system to increase the porousness between organizational leadership and the communities the organization serves.

The second standing committee is the **Finance Committee**, which shall be chaired by the Treasurer of the Council. This committee shall review all financial operations of the Agency and shall lead on the annual development, and ongoing monitoring and updating, of the organizational budget.

The third standing committee is the **Properties, Investments, and Programs Committee**, which shall be chaired by the Vice-President of the Council. The Properties, Investments, and Programs Committee must be comprised of at

15

least 70% graduates of the Build Art Space Equitably (BASE) program, and is responsible for identifying opportunities and making recommendations on real property investments and other site control arrangements, as well as programming partnerships, to the staff and to the Council. Membership in this committee is guaranteed for graduates of the BASE program; membership for others is subject to the approval of the members who are graduates of the BASE program.

The fourth standing committee will be the **Racial Equity Committee**, which shall be chaired by the Secretary. The Committee will be responsible for monitoring Agency actions and referring matters to the Constituency for review if it finds that actions or policies taken by the Agency would result in widening existing racial disparities or creating new disparities.

The fifth standing committee is a **Joint Board and Council Development Committee**, which shall be co-chaired by the President of the Council and the President of the Board of Directors of the associated nonprofit corporation. This committee, which is responsible for developing nominations for both the Council and the Board of Directors, shall consist of members of the Council, members of the Board of Directors, members of the Constituency, and members of the nonprofit corporation's Membership.

1. The Joint Board and Council Development Committee shall create publicly accessible systems through which nominees for consideration as Council and Board members may be submitted and considered. This shall be the same process for nominees proposed by the Mayor, the City Council, the governing Council, the Board of Directors, and any member of the general public.
2. Potential candidates for the nonprofit's Board of Directors shall be evaluated by the nonprofit's existing Board of Directors and approved through procedures set out in that organization's Bylaws.
3. Potential candidates for the Agency's Council shall be vetted and discussed by the Committee and a slate of candidates shall be decided upon and forwarded to the Constituency for review and approval. A list of Constituency-approved candidates shall then be transmitted to the Mayor, in line with the schedule described in Article VII Section 4 above.
4. The Mayor shall propose these Constituency- and Committee-approved candidates to the City Council for approval, pursuant to SMC 3.110.275.

C. Committee Meetings Subject to Open Public Meetings Act

A committee shall comply with the Open Public Meetings Act for all of its committee meetings if:

- i. The Council, by resolution, designates a committee to act for on behalf of the Council, as described in Rules and Regulations Article III, Section 6; or
- ii. The committee takes public comment or conducts public hearings.

**ARTICLE VIII**

**CONSTITUENCY**

1. Composition

- A. The Constituency is designed as an advisory body to the Agency, with several specific responsibilities, described below. It is intended as the body that connects the Agency most directly to the communities it serves; it is intended to represent a community voice, to elevate grass-roots expertise, and to be drawn from the community at large.

The Constituency's rootedness in the Build Art Space Equitably (BASE) Cohort Certification program is another way for the Agency to remain committed to its values and to the goals of equitable development. The BASE program is centered in BIPOC communities and vulnerable neighborhoods, and seeks to strengthen those communities and neighborhoods.

- B. The Constituency of the Agency shall consist of two classes:

Constituency Class One

Eligibility to the first class of Constituency membership consists of all persons who have successfully completed the Build Art Space Equitably (BASE) certification program. Those who are eligible for membership and may choose to opt in and join the Constituency of this corporation by notifying the Secretary of the Council of their intent to join. This class of Constituency shall have voting rights pertaining to the nominations for members of the Council and other issues enumerated below in Section 2. That voting shall happen at an annual meeting of the Constituency, or at any special meeting called for such a purpose with at least ten (10) days' notice, and Constituents may participate in person, by proxy, or electronically.

The first class of the Constituency shall develop practices for the identification, vetting, and on-boarding of candidates to the second class

of the Constituency. Those mechanisms may include pairing candidates to the second class with members of the first class, and a packet of written materials describing the functions of the Constituency, and other materials and processes as they shall define.

Constituency Class Two

The second class of members consists of all persons who are not eligible to the first class but may be designated from time to time by a majority vote of the existing Constituency. This class of membership must remain no larger than a 30% minority of the full voting Constituency. This class of Constituents shall also have voting rights pertaining to the nomination of potential members of the Council and other issues enumerated below in Section 2. That voting shall happen at an annual meeting of the Constituency, or at any special meeting called for such a purpose with at least ten (10) days' notice, and Constituents may participate in person, by proxy, or electronically.

C. Proxy votes shall comply with SMC 3.110.340.B.

2. Constituency Concurrence Required

The concurrence of the Constituency shall be required on the following matters:

- A. Proposed amendments to the Charter;
- B. Proposed nominees for Council appointment from the Joint Board and Council Development Committee;
- C. Proposed amendments to the Rules and Regulations of the Agency dealing directly with matters specified in this Section 2 as being within the power and responsibility of the Constituency, or with provisions of the Rules and Regulations governing procedures for meetings of the Constituency;
- D. Approval of the Agency's periodic Strategic Plan;
- E. Decisions related to property investments or programmatic partnerships, when those decisions conflict with the recommendation of the Properties, Investments, and Programs Committee; this concurrence will not be required if the Council's vote was over 66% in favor of the motion. If the Constituency does not concur with the Council's decisions, and the initial Council decision was reached through less than a supermajority, the Constituency's recourse is to refer Council's decisions back for further deliberation;
- F. Council's decisions on matters referred by the Racial Equity Committee; and
- G. Prescribe the oath of office for Council members.

3. Constituency Concurrence and Quorum Defined

18

- A. "Constituency concurrence," as used in this Article may be obtained at any regular or special Constituency meeting by an affirmative vote of a simple majority (unless otherwise noted) of the Constituency members voting on the issue.
  - B. The quorum requirements for amendments to the Charter of the Agency are set forth in Article X below.
  - C. The Rules and Regulations of the Agency may prescribe additional Constituency quorum restrictions which equal or exceed the quorum restrictions imposed in this section.
4. Connection to the Council
- The Constituency shall identify a liaison or liaisons to the Council. Those liaisons will attend regular meetings of the Council and may from time to time report to the full Council.

#### **ARTICLE IX**

##### **RULES AND REGULATIONS**

The Council shall adopt Rules and Regulations to provide such rules for governing the Cultural Space Agency and its activities as are not inconsistent with this Charter. The adoption of the Rules and Regulations and any amendments thereto require a two-thirds majority vote of the Council's voting membership. Amendment to Rules and Regulations shall be effective as described in SMC 3.110.220.

The Council may provide in the Rules and Regulations for all matters related to the governance of the Agency, including but not limited to matters referred to elsewhere in the Charter for inclusion therein, and for the following:

1. The existence of committees of the Cultural Space Agency and the duties of any such committee;
2. Regular and special meetings of the Council and Constituency of the Cultural Space Agency;
3. By two-thirds majority, the suspension and removal of Cultural Space Agency officials and conditions which would require such suspension and removal;
4. Any matters set forth in SMC 3.110 of the City of Seattle;
5. Additional classes of membership.

#### **ARTICLE X**

##### **AMENDMENTS TO CHARTER AND RULES AND REGULATIONS**

1. Proposals to Amend Charter or Rules and Regulations
  - A. Any Council member may propose an amendment to the Charter at any regular meeting or at any special meeting of which thirty (30) days' advance notice has been given.
  - B. Any Council member may propose an amendment to the Rules and Regulations (which may consist of new Rules and Regulations) at any regular meeting or at any special meeting of which thirty (30) days' notice has been given.
2. Vote Required for Amendments to Charter

Resolutions of the Council approving amendments to the Charter require an affirmative vote representing two-thirds of the Council members voting on the issue and a majority of the Council voting membership for adoption.
3. Vote Required for Amendments to Rules and Regulations

The minimum vote that is required for the amendment, alteration, or repeal of the Rules and Regulations of the Cultural Space Agency shall be an affirmative vote of a majority of the Council's voting membership. Such vote may be taken at any regular or special meeting of the Council.
4. Constituency Concurrence Necessary for Amendments to Charter and Provisions of the Rules and Regulations That Govern Procedures for Meetings of the Constituency.

The minimum requirement for the concurrence of the Constituency to a proposed amendment to the Charter and to provisions of the Rules and Regulations that govern procedures for meetings of the Constituency shall be an affirmative vote representing two-thirds of the Constituents voting on the issue, and at least 50 percent of the Constituency if it comprises less than 100 persons. If the Constituency comprises 100 persons or more, an affirmative vote of at least 30 percent of the Constituency shall be required.
5. Effective Date of Amendments to the Rules and Regulations

Amendments to the Rules and Regulations shall not take effect until ten (10) days after filing of the same with the City Clerk unless such amendment(s) shall have been passed by unanimous vote of the Council and the Constituency (if affected by the amendment) and an earlier effective date is set.
6. Approval by Mayor

After adoption of a proposed amendment to the Charter of the Cultural Space Agency, as set forth herein, by the Council and Constituency, the proposed amendment shall be filed in duplicative with the City Clerk. The Mayor may approve or disapprove the proposed amendment.



7. Effective Date of Amendments to the Charter

Amendments to the Charter proposed by the Cultural Space Agency shall take effect and become a part of the Charter upon the filing of the Mayor's approval with the City Clerk.

8. Mandatory Periodic Review

The Council shall, at intervals of five (5) years, conduct a comprehensive review of the Charter and the Rules and Regulations governing the Agency, and make recommendations for amendments. This review and recommendation process shall include the Council, the Constituency, and members of Council committees.

**ARTICLE XI**

**MISCELLANEOUS**

1. Geographic limitation

Cultural Space Agency may conduct activities outside the City of Seattle upon determination by the Council, and the concurrence of the Constituency, that each such activity will further the purpose of the Cultural Space Agency. Prior to the Agency's conduct of any said activities, the outside jurisdiction's governing body shall execute an agreement with the City of Seattle consenting thereto.

2. Public Records

The public shall have access to records and information of the Cultural Space Agency to at least the same degree that the public enjoys access to records and information from the City of Seattle. The Cultural Space Agency shall be subject to and comply with the Public Records Act (Chapter 42.56 RCW).

3. Minutes

Copies of minutes of all regular or special meetings of the Council shall be available to any person or organization that requests them. The minutes of all Council meetings shall include a record of individual votes on all matters requiring Council concurrence. The minutes shall be compliant with the Open Public Meetings Act.

4. Public Meetings

To the extent practicable, meetings of the Cultural Space Agency shall be held in an area with access to both transit service and parking and shall be open to the

public as required under the Open Public Meeting Act, RCW 42.30.010 - 42.30.910. Council meetings of the Council shall be called and held in accordance with said law. At any such meeting, any member of the Constituency, or of the Board of Directors of the associated nonprofit corporation, or any former member of those groups, shall have a reasonable opportunity to address the Council either orally or by written memoranda.

5. Annual Reviews

At least annually, with reasonable notice to the public, a meeting shall be held which shall include a review of all significant decisions and events relating to the programs and activities of the Cultural Space Agency that have occurred since the last annual review and a preview of significant matters that will be under consideration during the following twelve months.

6. Nonexclusive Charter

This Charter is nonexclusive and does not preclude the granting by the City of other charters to establish additional public corporations.

7. Interpretation

To the extent this Charter is silent on a matter or conflicts with State law and the Seattle Municipal Code, the Seattle Municipal Code shall govern.

## **Rules and Regulations**

of

### **The Cultural Space Agency**

a public development authority

#### **ARTICLE I: COUNCIL**

##### **Section 1. Term of Office**

Council members shall hold office as described in Article VII, Section 2, of the Charter and, subject to the limitations set forth therein, may serve two successive terms. Council members shall accept appointment to the Council by subscribing to an oath of office that the organization's Constituency shall prescribe.

##### **Section 2. Qualifications for Council Membership**

In evaluating prospective members, the Constituency will be cognizant of the desirability of achieving a Council whose members reflect diverse social, cultural, ethnic, racial, and economic backgrounds and perspectives.

To ensure balanced responsiveness and competence, all candidates for the Council should meet all of the following criteria and prerequisites:

Candidates must reflect the priorities of, and demonstrate alignment with, the mission, vision, and values of the organization.

Candidates must demonstrate a lived commitment to the cultural life and vitality of the city and demonstrate a depth of relationship to cultural communities.

Candidates must demonstrate a commitment to, and a history of, anti-racist and racial equity work.

Further, all candidates for the Council should meet some of the following criteria and prerequisites:

Have a lived connection to anti-Blackness or to Black, Indigenous, and People of Color (BIPOC) communities that have borne the brunt of other institutional racism, and demonstrate a history of engagement with antiracist work.

Have a lived experience with historically disinvested and marginalized communities, including but absolutely not limited to LGBTQ+ communities, the disabled, the non-neuro-normative, the

formerly incarcerated, those without stable housing, the poor, the elderly, and young people, to name but a few.

Have a significant connection to a neighborhood with high risk of displacement, a neighborhood that has experienced the negative impacts of growth, a neighborhood with low access to opportunity, and those individuals who have experienced unwanted displacement.

Demonstrate a rootedness in intersectional work, recognizing the various intersections of how dominant culture marginalizes those considered to be “others,” and how those intersections drive a deepened disenfranchisement.

Candidates should also have a connection to the operations, programs, and other business of the Agency. Council members are sought who demonstrate:

Experience, knowledge, interest, and / or professional expertise in community organizing.

An active practice as a working artist or culture-maker in any discipline or medium.

Experience, knowledge, interest, and / or professional expertise in commercial real estate.

Experience, knowledge, interest, and / or professional expertise in government relations.

Experience, knowledge, interest, and / or professional expertise in the practice of law.

All candidates will be required to disclose any information concerning actions or activities of the candidate or his/her immediate family that present a potential Conflict of Interest as a Council member. Candidates whose employment, financial interests, and/or other transactions are determined by the Council to be in conflict with the interests of the Agency will be ineligible for Council membership.

### **Section 3. Vacancies**

The Council shall, by resolution or by amendment to these Rules and Regulations, determine the manner of filling vacancies other than those caused by the normal expiration of a regular term under Article VII,

Section 4, of the Charter. A vacancy or vacancies on the Council shall be deemed to exist in the case of the death, disability, resignation, or removal from office of any Council member as provided herein. The manner of filling said vacancies shall comply with Seattle Municipal Code (SMC) 3.110.275.C.

Upon such an occurrence, the Council shall request that the Constituency nominate to the Mayor a candidate who shall serve the balance of the vacant term.

The names of all such appointees shall be submitted by the Mayor to the City Council for confirmation.

**Section 4. Removal from Office**

Any Council member who does not fulfill the commitments noted in Section 2 may, by resolution duly adopted by a two-thirds vote of the whole Council, and the concurrence of the Constituency, be deemed to have forfeited their position as Council member.

Removal from Office may also be recommended for a Council member who is absent for three (3) consecutive regular meetings.

Removal may also occur pursuant to SMC 3.110.580.K.

**Section 5. Non-Voting Members**

The executive director of the Agency (or otherwise titled lead staff member) will be a non-voting member of the Council, serving *ex officio*. The Mayor shall appoint a liaison to the City of Seattle as a non-voting member of the Council, serving *ex officio*.

**Section 6. Process for Resignation**

Members may resign by sending a letter or e-mail to the President of the Council.

**ARTICLE II: MEETINGS OF COUNCIL**

**Section 1. Regular Meetings**

Regular meetings of the Council shall be held once a month at such a regular time and place as the Council shall decide by resolution. The agenda shall be posted as required by the Open Public Meetings Act.

**Section 2. Special Meetings**

Special meetings of the Council may be held at any place at any time whenever called by the Chairperson or by a majority of Council members. In addition, special meetings may be called pursuant to SMC 3.110.300.B,

which provides that any member of the Council upon five (5) days' notice may call a special meeting of the Council to consider matters appropriate to a regular meeting if twenty-five (25) days have elapsed since the previous Council meeting and no future Council meeting has been scheduled.

**Section 3. Notice of Meetings**

No notice of regular meetings shall be required, except for the first regular meeting after any change in the time or place of such meeting adopted by resolution of the Council as provided above. Agendas shall be posted on the Agency's website at least 24 hours in advance of the meeting.

Notice of such changed regular meeting, and notice of all special meetings, shall be given by the Secretary or by the person or persons calling the meeting by personally delivering or by emailing written notice to each member of the Council at least three (3) days prior to such meeting. Notice of special meetings shall be published and posted as required by RCW 42.30.080.

The call and notice of all special meetings shall specify the time and place of all special meetings and the business to be transacted. Final disposition shall not be taken by the Council on any other matters at such special meetings. At any regular meeting of the Council, any business may be transacted and the Council may exercise all of its powers.

**Section 4. Quorum.**

At least five (5) voting members of the Council or a simple majority of the Council's voting members, whichever is greater, must be present at any regular or special meeting to constitute a quorum. Members participating by telephone or other live conferencing technology shall count toward the quorum. No business may be transacted without a quorum, provided, however, that a lesser number in attendance at such a meeting may adjourn any meeting. Whenever any meeting is adjourned to a time prior to the next regular meeting, a copy of the order of adjournment shall be posted conspicuously immediately after the time of adjournment on or near the door of the place where the adjourned meeting was held. When an order of adjournment fails to specify the time and place at which the adjourned meeting is to be held, it shall be held at the time and place specified for regular meetings herein.

Subject to the provisions of Article VII of the Charter that relate to actions requiring Council concurrence, the act of a majority of the members present at any meeting of the Council at which a quorum is present shall

be the act of the Council.

**Section 5. Open Meetings**

All meetings of the Council shall be held and conducted in accordance with the Open Public Meetings Act, RCW 42.30.010—42.30.910, and special meetings must be called as provided therein. The Council may hold executive sessions to consider matters enumerated in RCW 42.30.110 or other sensitive or privileged matters recognized by law, and shall enter the cause therefor in its minutes.

**Section 6. Waiver of Notice**

Notice as provided in Section 3 hereof may be dispensed with (i) as to any member of the Council who at or prior to the time the meeting convenes files with the Council a written waiver of notice or who is actually present at the meeting at the time it convenes and (ii) as to meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

**Section 7. Proxies Prohibited**

No Council member may vote on any Council business by proxy or by mail.

**ARTICLE III: OFFICERS AND COMMITTEES**

**Section 1. Officers Designated**

The officers of the Agency shall be a President, Vice President, Treasurer, and Secretary, each of whom shall be elected by the Council. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Council. No person may simultaneously hold the offices of President and Treasurer. In addition to the powers and duties specified below, the officers shall have such powers and perform such duties as the Council may prescribe.

**Section 2. Election, Qualifications, and Terms of Office**

Each of the officers shall be elected by the Council from among its members. In general, the officers shall be elected by the Council for a two-year term, and each officer shall hold office during said two-year term and until his or her successor is elected. The Council may elect an officer to a one-year term; provided that, such limitation must be specified in the resolution that the Council passes to elect the officer.

**Section 3. Powers and Duties**

**a. President.** The President shall exercise the usual executive powers

pertaining to the office of President. They shall preside at all meetings of the Council. They shall be the designated agent of the Agency to receive service of process. When authorized by the Council, they shall have the power to sign and execute all deeds, bonds, contracts, and other obligations or instruments in the name of the Agency. All such instruments shall be effective, valid, and binding upon their signature alone without the necessity of adding thereto the signature of any other officer or officers of the Agency unless SMC 3.110 requires otherwise or unless otherwise required by the Charter. Such authority shall include the right to endorse for transfer in blank, or otherwise, any stocks, bonds, securities, or evidences of indebtedness owned or standing in the name of the Agency. They shall lead a review at least annually of the performance of the executive director (or otherwise titled lead staff member) and report on this review to the Council in executive session.

**b. Vice-President.** The Vice-President shall act in the place of the President in the absence of the President or upon the disability or refusal of the President to act. The Vice-President shall have such other duties as the President and Council shall designate.

**c. Secretary.** The Secretary shall be responsible for seeing that notices are given of all meetings of the Council, that minutes are taken of all meetings of the Council, for proper custody of the Agency's seal and records, for affixing the corporate seal and signing with the Chairperson of the Council such instruments as require the seal or the Secretary's signature, and for such other duties as are incident to their office or are properly required of them by the Council.

**d. Treasurer.** The Treasurer shall have the care and custody of and be responsible for all funds and investments of the Agency, and shall cause regular books of account to be kept. They shall cause all funds and other valuable effects to be deposited in the name of the Agency in such depositories as may be required by law, or, if not required, as designated by the Council. In general, they shall perform all of the duties incident to the office of Treasurer.

**e. Fidelity Bond.** Pursuant to SMC 3.110.240, any official responsible for accounts and finances shall file a fidelity bond in an amount determined by the Agency prior to that official taking office. The official may hold corporate office only as long as such a bond continues in effect. This bond is to be organized and funded by the Agency.

#### **Section 4. Removal**

Provided that reasonable prior notice of the alleged reasons for dismissal



is given to all Council members, a majority of the Council's voting membership shall have the right to remove any officer from his or her office, but not, under this Section, from his or her position on the Council, whenever in its judgment the best interests of the Agency will be served thereby.

**Section 5. Vacancies**

The Council shall fill any office that becomes vacant with a successor who shall hold office for the unexpired term and until his or her successor shall have been duly elected and qualified.

**Section 6. Establishment of Committees**

The Council may, by resolution, designate one or more committees, each consisting of one or more members, to advise the Council or, on matters other than those described in Seattle Municipal Code 3.110.200, to act for and on behalf of the Council. The designation of any such committee and the delegation thereto of authority shall not operate to relieve any member of the Council of any responsibility imposed by law. Committee members may include non-voting members as well as members who need not be Council members.

**Section 7. Executive Committee**

The Executive Committee shall be made up of the Corporate Officers, and other members of the Council as the President may select, and the *ex officio* seats held by both the organization's executive director and the liaison from the City of Seattle.

Except as provided in those provisions of Article VII of the Charter that relate to "Council concurrence," the Executive Committee shall have and exercise such powers of the Council as the Council shall from time to time provide by resolution.

**ARTICLE IV: ADMINISTRATIVE PROVISIONS**

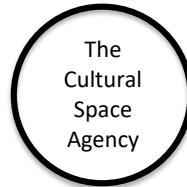
**Section 1. Books and Records**

The Agency shall keep current and complete books and records of account and shall keep minutes of the proceedings of its Council and of any committees exercising the Council's authority. The minutes of all regular and special meetings, except executive sessions, shall be promptly recorded, and such records shall be open to public inspection pursuant to RCW 42.32.030.

In addition, the Agency shall establish and maintain an office and Agency records in a manner compliant with SMC 3.110.390.

**Section 2. Corporate Seal**

The following is an impression of the Agency's corporate seal.



**Section 3. Fiscal Year**

The Agency's fiscal year shall begin on January 1 and end on December 31.

**Section 4. Rules of Procedure**

The rules of procedure at meetings of the Council shall be the rules contained in Robert's Rules of Order (newly revised), so far as is applicable, and when they are not inconsistent with these Rules and Regulations, the Charter, or with any resolution of the Council.

**Section 5. Amendment of Rules and Regulations**

Subject to the provisions of Article X of the Charter, these Rules and Regulations may be amended, altered, or repealed by the affirmative vote of a majority of the whole Council at any regular meeting or special meeting convened for the purpose of addressing Rules and Regulations of the Council.

**Section 6. Indemnification**

The Agency elects to defend and indemnify its present and former officials (including Council members, Committee members and employees) and their successors, spouses, and marital communities to the full extent authorized by law and the Charter. This right of indemnification shall inure in perpetuity to each Agency official, and their spouse and marital community, commencing as soon as they have the full powers and responsibilities of their office, and in the event of their death shall extend to their heirs, legal representatives, and estate. Each person who shall act as an official of the Agency shall be deemed to do so in reliance upon such indemnification, and such rights shall not be exclusive of any other right that they may have.

The Agency shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death

or disability and for property damage, which may arise from or be related to projects and activities of the Agency, its Council, corporate officers, and employees. The Agency shall also remain adequately protected either by fidelity insurance, bonding, Director's and Officer's insurance, or any combination thereof.

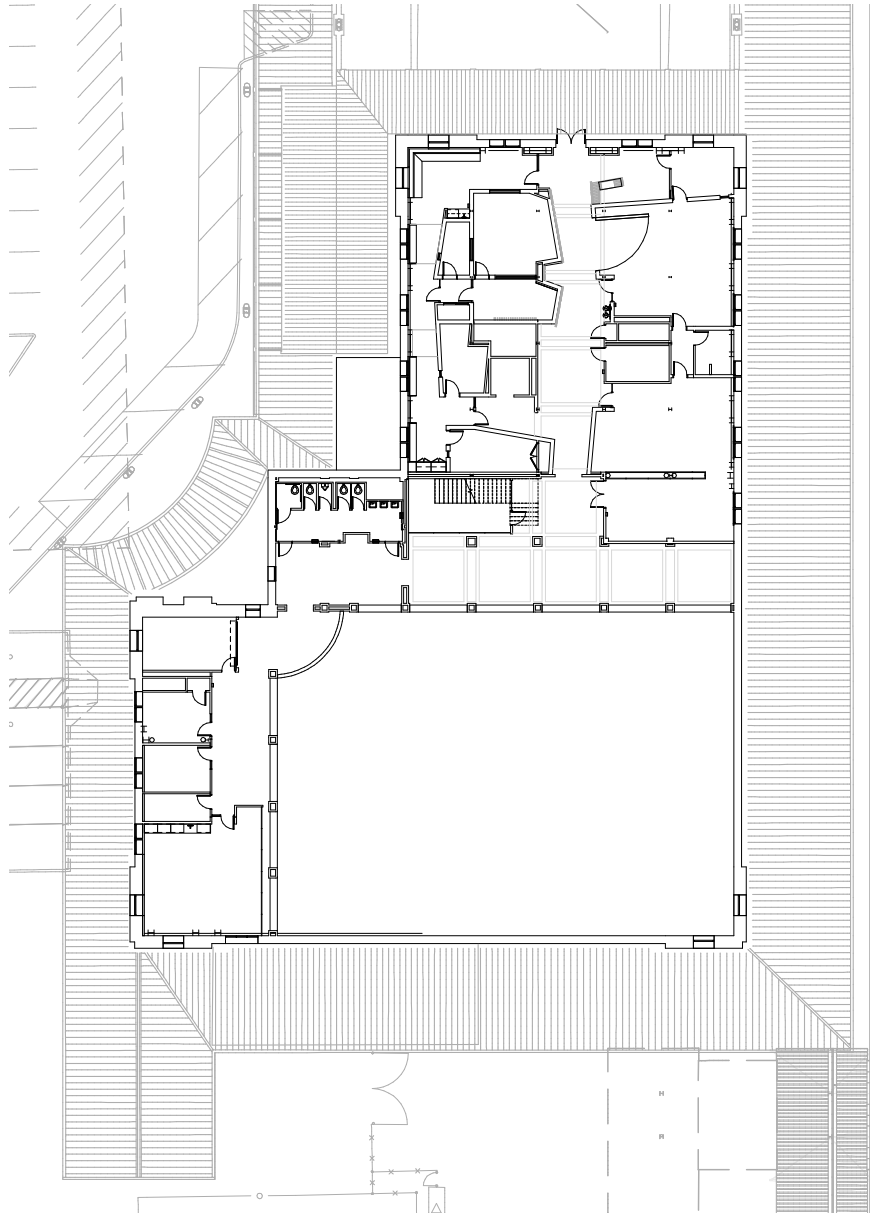
**EXHIBIT B-1  
LEGAL DESCRIPTION**

A tract of land in the City of Seattle, County of King, state of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 east, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3<sup>rd</sup> Avenue South; thence South 8845'17" East, 5.00 feet; thence South 0119'00" West, 10.00 feet; thence South 8846'43" East, 151.09 feet; thence South 214'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level, thence South 211'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 8748'19" West, 181.74 feet; thence North 112'28" East, 26.15 feet; thence North 8841'00" West, 1.8 feet; thence North 119'00" East, 100.0 feet; thence South 8841'00" East, 33.0 feet; thence North 0119'00" East, 239.77 feet to the point of beginning.

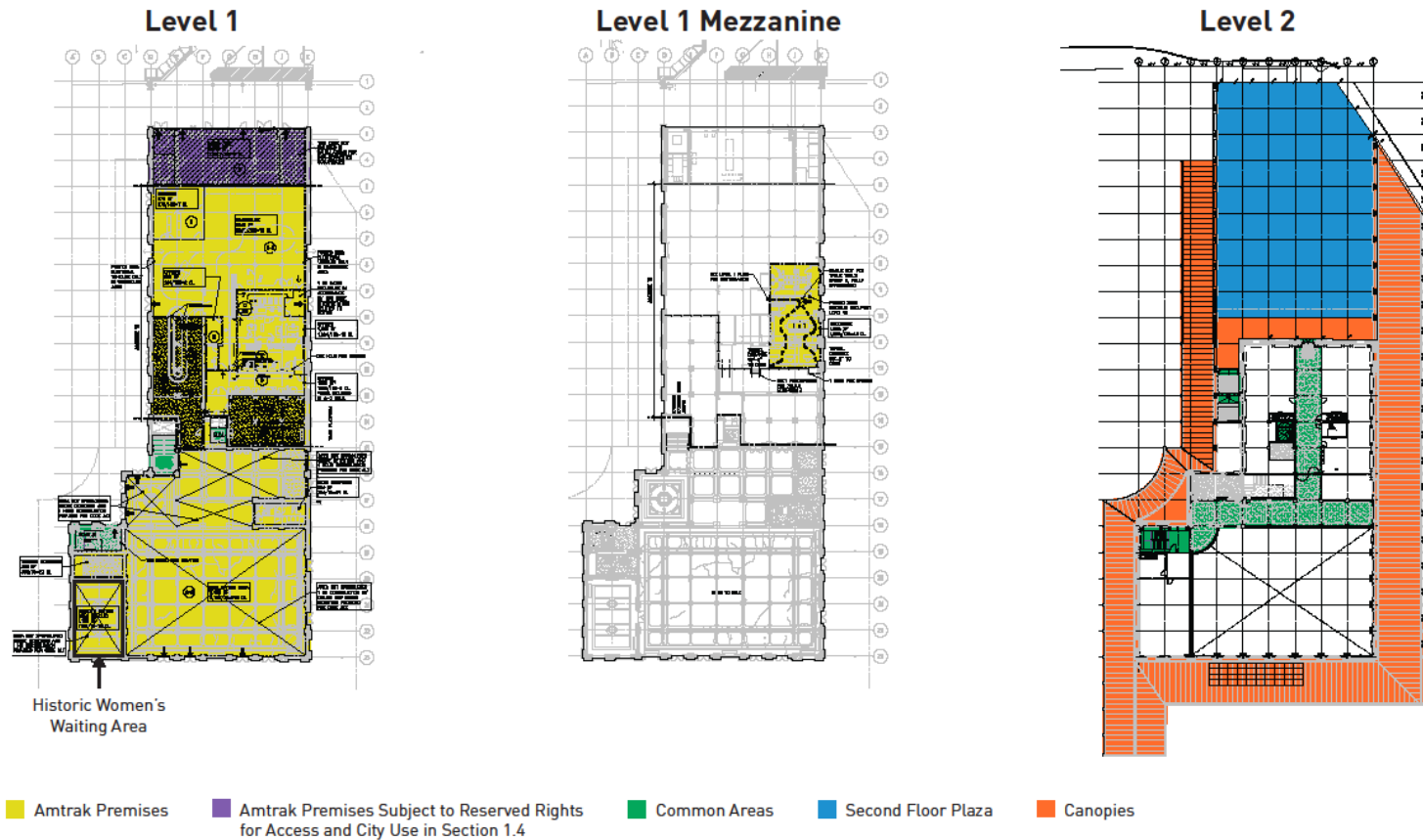
39.

**EXHIBIT B-2  
FLOOR PLAN OF PREMISES**



The Cultural Space Agency  
a mission-driven and values-based cultural real estate development company  
culturalspace.agency

## EXHIBIT C DEPICTION OF COMMON AREAS



## **EXHIBIT D RENEWAL OPTIONS**

Tenant shall have three (3) successive options to extend the Term of this Lease for ten (10) years each (each, an "Extension Term"), subject to and in accordance with this Exhibit D. To exercise each such option, Tenant must give written notice to Landlord no earlier than three hundred sixty-five (365) days before and no later than two hundred seventy (270) days before the last day of the then Term. If Tenant does not timely give the notice, its rights under this Exhibit D will terminate and the Term will expire without extension.

All of the provisions of this Lease will continue to apply as applicable during the Extension Term(s), except the Annual Rent payable by Tenant during each Extension Term shall equal Fair Market Rent (defined below) less the Public Benefit Offset for the Premises as of the commencement date of the applicable Extension Term. The "Fair Market Rent" shall be equal to the annual rent, including all annual escalations, at which tenants, as of the commencement of applicable Extension Term are leasing non-sublease, non-renewal, non-expansion space comparable in size, location and quality to the Premises, for a term approximately as long as the Extension Term, in an arms' length transaction, in transactions entered into within the six (6) month period immediately preceding the commencement of the applicable Extension Term, which comparable space is located in the Building or in Comparable Buildings (defined below) (collectively, the "Comparable Transactions"). The term "Comparable Buildings" shall mean other office buildings located in the Pioneer Square/International District areas of Seattle, with a similar quality of construction, and which are of similar size, and offer similar services and amenities, as the Building. Annual Rent, as determined in accordance with the foregoing, shall be referred to herein as "Extension Annual Rent".

Within thirty (30) days of receiving Tenant's exercise notice, Landlord shall give Tenant notice of Landlord's determination of the Extension Annual Rent for the applicable Extension Term ("Landlord's Determination Notice"). If Tenant disagrees with Landlord's determination of the Extension Annual Rent, Landlord and Tenant shall attempt to agree on the Extension Annual Rent for the applicable Extension Term. If the parties do not agree on the Extension Annual Rent within thirty (30) days of the Landlord's Determination Notice, Tenant's right to extend the Term as provided shall terminate and the Lease shall terminate on the last day of the then applicable Term. If Tenant validly exercises an extension option in accordance with this Exhibit D, Landlord shall prepare an amendment to reflect changes in the Annual Rent, Term and other appropriate terms. Such amendment shall be sent to Tenant within a reasonable time after determination of Extension Annual Rent for the applicable Extension Term.

## EXHIBIT E DESCRIPTION OF INITIAL IMPROVEMENTS



### Station Space

#### Tenant Improvement Project at King Street Station

The Cultural Space Agency (the “Agency”) is leading a project to convert the second floor of King Street Station into a “Youth Empowerment Lab” in partnership with a series of nonprofit youth arts organizations. The Agency will lease the full space from the City of Seattle (through the Seattle Department of Transportation) and sublease various spaces within the Station to the various nonprofit organizations.

Station Space is conceived as a way to bring creative vibrancy to a prominent civic space. It’s designed as a way of modeling a pathway for artists and cultural creatives from elementary school through to a gig-based arts and creative economy.

The project will create shared public cultural space at King Street Station, as well as more private space for recording studios, rehearsal rooms, classrooms, a live theater, and arts administration space. The Agency will not have a full-time presence in the space; it will administer the use of the spaces and will coordinate the needs of the project with all partners, the City of Seattle included.

In addition to two office tenants (currently, the Wh!psmart project and the Jackson Street Music Program), there are three “anchor” youth arts tenants, whose spaces have been custom-designed and built for their programming. These anchor tenants are:

**Totem Star:** When Totem Star first opened for business in 2010 it was a completely mobile operation, packing a recording studio into a single suitcase and transporting it across the city to partner sites. In 2013 the organization moved into the 225 square-foot recording studio at Youngstown Cultural Arts Center. Despite the space constraints it has served nearly 3,000 young recording artists in ten years.

**Red Eagle Soaring:** In Seattle since 1991, Red Eagle Soaring exists to empower American Indian and Alaska Native youth to express themselves with confidence and clarity through traditional and contemporary performing arts. RES intends to utilize the Station Space for conferences, for performances, and as generative creative space for performance-based art-making: plays, shows, and film projects.

**The Rhapsody Project:** The Rhapsody Project delivers homemade and community music-making to spark curiosity about our cultures and our history. They provide concerts, classes and workshops for students of all ages. At Station Space Rhapsody will celebrate the heritage of Seattle’s communities through workshops, jam sessions, and youth-led discussions.

At Station Space, series of cultural spaces are being developed to support the programming and operations of these vital partners. Those spaces include:



- **Reception and administration space.** At the entry to the project there is a welcoming desk and support space for a host to greet and aim patrons at the various programmatic spaces within the project.
- **Resource center for artists.** There is a small resource library to support the exploration of music, playwriting, performance videos, and opportunities for artists.
- **Three fully sound-isolated recording studios.** These spaces are fully integrated recording studios, sound-isolated from the areas to which they're adjacent, ready to support recording artists at a professional level
- **Recording control booth.** This booth connects to all three recording studios (as well as to the theater across the hall!) to support the recording of multiple combinations of live performance.
- **Classroom and performance space.** This classroom space connects to the main hall with a 14-foot-wide pivoting divider, so that the classroom can have complete privacy, or can alternatively be a part of the flow of the entire space, creating a performance space connected to the public areas.
- **Luthier shop.** A small stringed instrument repair and storage space is being built to support a luthier (stringed instrument builder) and the students connected to the project.
- **Black box theater.** A small (29-seat) black box-style performance space ("black box" meaning infinitely reconfigurable).
- **Versatile classroom and community room.** A second classroom, to be programmed both in support of the above organizations' operations, and in support of outside community organizations' needs for temporary space.
- **Offices.** There are two private offices for arts organizations.
- **Storage.** A significant amount of space has been dedicated to the storage of programming equipment such as lighting, sound equipment, and a portable stage for presentations on the King Street Plaza.

The Agency has worked with the design principals at Sundberg Kennedy Ly-Au Young Architects to design the improvements that will transform this space from the raw shell we found, into the inviting youth arts space we have envisioned. Sellen Construction has been selected to lead the build-out of these spaces on behalf of the Agency and the anchor programming partners.

These improvements include the basics of creating a "warm shell," including such underlying components as electrical service, heating and air handling, walls, insulation, and accessible bathrooms. The budget to improve this empty cold shell into Seattle's premiere shared youth arts empowerment space is estimated at \$4,200,000.

To date, supporters include the Historic South Downtown Foundation, the Satterberg Foundation, Alison and Glen Milliman, 4Culture, the City of Seattle, the State of Washington, and a growing list of family and small foundation support.

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
SDOT	Bill LaBorde	Aaron Blumenthal

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director of Transportation to enter into a lease agreement on behalf of the City of Seattle with the Cultural Space Agency, a city-chartered Public Development Authority, for its use and occupancy of a portion of King Street Station; and ratifying and confirming certain prior acts.

#### **Summary and Background of the Legislation:**

This legislation would authorize the SDOT Director to execute an agreement with the Cultural Space Agency (CSA), a Public Development Authority chartered by the City in 2021, whose mission is focused on securing long-term affordable commercial cultural space with community partners, with an emphasis on arts organizations led by and serving communities of color.

The underlying agreement provides CSA with a 30-year lease for the entirety of leasable space on the second floor of King Street Station (5401 square feet, plus a proportional share of common space for a total of 5873 square feet). The 30-year term and discounted rental rate averages \$12 per square foot over the life of the lease, allows CSA to effectively recoup its \$3.37 million investment in building out the space that remains unfinished since SDOT completed the \$50 million historic rehabilitation and seismic upgrade project in 2013. The rental rate also accounts for the substantial public benefit of housing several BIPOC-led and focused arts and cultural organizations that have struggled to find stable, enduring space in Seattle's Center City area. The CSA tenant improvement project is expected to be completed October 2023; the project scope includes build out of all remaining unfinished spaces within the Station that are under the City's control, including all second floor HVAC, plumbing, electricity, interior walls, flooring, ceilings, restrooms and office, production and classroom space for the 5 non-profits arts organizations that will operate out of the space under CSA auspices (Jackson Street Music Program, Red Eagle Soaring Native Youth Theatre, The Rhapsody Project, Totem Star and Wh!psmart). The work is primarily focused on the 2nd floor (Amtrak is the 1st floor tenant, Office of Arts and Culture is on the 3rd floor).

### **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

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

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
			\$6000	\$35,000
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024

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

Much of the value of the lease to SDOT comes with CSA's \$3.37 million capital investment in building out the unfinished 2<sup>nd</sup> floor and, secondarily, activation of the long vacant space within King Street Station, as well as the adjoining Jackson Street Plaza. Rent is set at a discounted rate to allow CSA to recover its investment in the tenant improvements, starting with a \$35,000 annual rent that ramps up to \$100,000 per year by the final six years of the 30-year term. These cash rent payments, combined with rents from the other building tenants – Amtrak and Office of Arts & Culture, will support SDOT's operating and maintenance costs for the building. Because the Station rehab and restoration project budget was not able to cover the build out of the upper floors of the building, SDOT has only been able to lease space to entities, like Office of Arts & Culture on the 3<sup>rd</sup> floor, that could finance completion of their own tenant improvements recovered through rent credits. Additionally, the organizations to which CSA will be subleasing, all of which have a strong focus on youth arts education and building the City's cultural economy, are critical to activating not only the building and Jackson Street Plaza, but also helping promote more activity in the larger Pioneer Square and Chinatown-International District neighborhoods which the building connects.

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

Rent payments from CSA will help offset building operating costs, while the tenant improvements project completes the build out of building systems, structures and amenities on the 2nd floor of King Street Station that could not be completed within the budget of the 2010-2013 rehabilitation and renovation project, including rest rooms, electrical, plumbing, heating, ventilation and air conditioning, floors, ceilings, insulation and exterior walls, along with more traditional landlord-financed tenant improvements such as interior walls, wiring, lighting and employee lunchroom facilities.

**3.a. Appropriations**

— This legislation adds, changes, or deletes appropriations.

### 3.b. Revenues/Reimbursements

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

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

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
Transportation Fund – 13000	SDOT	Rent payments	\$6000	\$35,000
TOTAL				

**Revenue/Reimbursement Notes:** CSA rent payments will help offset operating and maintenance expenses.

### 3.c. Positions

— This legislation adds, changes, or deletes positions.

## 4. OTHER IMPLICATIONS

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

Not directly, but Cultural Space Agency's 2<sup>nd</sup> floor sublessees, combined with Office of Arts and Culture presence on the 3<sup>rd</sup> floor will create a synergy and help make King Street Station a nationally-recognized arts hub that will add to the economic activity and cultural vibrancy of the surrounding south downtown neighborhoods.

**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, King Street Station, which has been owned by the City since 2008.

**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?**

Cultural Space Agency's mission is focused on securing long-term affordable commercial cultural space with community partners, with an emphasis on arts organizations led by and serving communities of color. All five arts organizations that will be housed by CSA on the 2<sup>nd</sup> floor are focused on serving arts groups that provide educational opportunities for young people of color and otherwise providing opportunities for more BIPOC people to be part of Seattle's creative economy.

**f. Climate Change Implications**

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

King Street Station is one of the region's most important transit hubs, with easy access to light rail, commuter rail, streetcar and both regional and local bus routes, as well as intercity and long-distance passenger rail. This level of transit accessibility allows people from all over the city and region to participate in arts programming and education with very low carbon impact.

**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.**

Not directly

**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)?**

Cultural Space Agency's focus has been on securing long-term affordable commercial cultural space, especially for arts organizations serving communities of color. CSA will provide reports on the number of students, artists and cultural event attendees they serve on an annual basis.



## Legislation Text

---

**File #:** CF 314525, **Version:** 1

---

Mayor Bruce Harrell's Budget Address on the 2024 Proposed Budget Adjustments.



## Legislation Text

---

**File #:** CB 120632, **Version:** 2

---

AN ORDINANCE relating to land use and zoning; amending the Official Land Use Map (Chapter 23.32 of the Seattle Municipal Code) to rezone certain land in the Downtown Retail Core; and amending Sections 23.49.008 and 23.49.058 of the Seattle Municipal Code to increase housing capacity and downtown activation.

The full text of this Council Bill is attached to the legislative file.

**CITY OF SEATTLE**

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

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

..title

AN ORDINANCE relating to land use and zoning; amending the Official Land Use Map (Chapter 23.32 of the Seattle Municipal Code) to rezone certain land in the Downtown Retail Core; and amending Sections 23.49.008 and 23.49.058 of the Seattle Municipal Code to increase housing capacity and downtown activation.

..body

WHEREAS, greater downtown Seattle has experienced significantly increased vacancy rates for commercial office and retail uses since the COVID-19 pandemic; and

WHEREAS, The City of Seattle holds it as a high priority to support economic recovery for downtown neighborhoods; and

WHEREAS, City departments are engaging in planning processes for long-term solutions to increase downtown activity and vitality that may include programmatic strategies and capital investments; and

WHEREAS, in addition to long-term strategies, a variety of immediate actions are sought to increase downtown activation and vitality in the short-term; and

WHEREAS, Mayor Bruce Harrell has convened stakeholders for input and is formulating a suite of actions to support downtown as part of a Downtown Activation Plan including this proposed zoning amendment to a portion of the Downtown Retail Core zone; and

WHEREAS, this proposed action would increase housing capacity, and through application of the City's Mandatory Housing Affordability (MHA), increase housing affordability, and mitigate displacement; and

WHEREAS, the City Council intends that the Seattle Department of Transportation and the Seattle Department of Construction and Inspections collaborate with each other and consult with pedestrian and disability rights organizations to ensure that pedestrian safety,



access to transit facilities, and paths of travel for pedestrians are not restricted or impaired  
as development occurs in the area; NOW, THEREFORE,

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

Section 1. Section 23.49.008 of the Seattle Municipal Code, last amended by Ordinance  
126857, is amended as follows:

**23.49.008 Structure height**

The following provisions regulating structure height apply to all property in Downtown zones  
except the DH1 zone. Structure height for PSM, IDM, and IDR zones is regulated by this Section  
23.49.008, and by Sections 23.49.178, 23.49.208, and 23.49.236.

**A. Base and maximum height limits**

1. Except as otherwise provided in this Section 23.49.008, maximum structure  
heights for Downtown zones are as designated on the Official Land Use Map. In certain zones,  
as specified in this Section 23.49.008, the maximum structure height may be allowed only for  
particular uses or only on specified conditions, or both. If height limits are specified for portions  
of a structure that contain specified types of uses, the applicable height limit for the structure is  
the highest applicable height limit for the types of uses in the structure, unless otherwise  
specified.

2. Except in the PMM zone, the base height limit for a structure is the lowest of  
the maximum structure height or the lowest other height limit, if any, that applies pursuant to this  
Title 23 based upon the uses in the structure, before giving effect to any bonus for which the  
structure qualifies under this Chapter 23.49 and to any special exceptions or departures  
authorized under this Chapter 23.49. In the PMM zone the base height limit is the maximum  
height permitted pursuant to urban renewal covenants.

3. In zones listed below in this subsection 23.49.008.A.3, the applicable height limit for portions of a structure that contain non-residential and live-work uses is shown as the first figure after the zone designation (except that there is no such limit in DOC1), and the base height limit for portions of a structure in residential use is shown as the first figure following the "/". The third figure shown is the maximum residential height limit. Except as stated in subsection 23.49.008.D, the base residential height limit is the applicable height limit for portions of a structure in residential use if the structure does not achieve bonus residential floor area according to Chapter 23.58A, and the maximum residential height limit is the height limit for portions of a structure in residential use if the structure achieves bonus residential floor area according to Chapter 23.58A:

DOC1 Unlimited/450-unlimited

DOC2 500/300-550

DMC 340/290-440

DMC 240/290-440.

4. A structure in a DMC 340/290-440 zone on a lot comprising a full block that abuts a DOC1 zone along at least one street frontage may gain additional structure height of 30 percent above the maximum residential height limit if the structure achieves bonus residential floor area according to Chapter 23.58A, or 35 percent above 340 feet if the structure does not include bonus residential floor area according to Chapter 23.58A, in either case under the following conditions:

a. Only one tower is permitted on the lot;

b. Any additional floor area above the maximum height limit for non-residential or live-work use, as increased under this subsection 23.49.008.A.4, is occupied by residential use;

c. The average residential gross floor area and maximum residential floor area of any story in the portion of the tower permitted above the base residential height limit do not exceed the limits prescribed in subsection 23.49.058.C.1;

d. Any residential floor area allowed above the base residential height limit under this provision is achieved according to Chapter 23.58A;

e. At least 35 percent of the lot area, or a minimum of 25,000 square feet, whichever is greater, is in open space use substantially at street level meeting the following standards, and subject to the following allowances for coverage:

1) The location and configuration of the space shall enhance solar exposure, allow easy access to entrances to the tower serving all tenants and occupants from streets abutting the open space, and allow convenient pedestrian circulation through all portions of the open space. The open space shall be entirely contiguous and physically accessible. To offset the impact of the taller structure allowed, the open space shall have frontage at grade abutting sidewalks, and be visible from sidewalks, on at least two streets. The elevation of the space may vary, especially on sloping lots where terracing the space facilitates connections to abutting streets, provided that grade changes are gradual and do not significantly disrupt the continuity of the space, and no part of the open space is significantly above the grade of the nearest abutting street. The Director may allow greater grade changes, as necessary, to facilitate access to transit tunnel stations.

2) Up to 20 percent of the area used to satisfy the open space condition to allowing additional height may be covered by the following features: permanent, freestanding structures, such as retail kiosks, pavilions, or pedestrian shelters; structural overhangs; overhead arcades or other forms of overhead weather protection; and any other features approved by the Director that contribute to pedestrian comfort and active use of the space. The following features within the open space area may count as open space and are not subject to the percentage coverage limit: temporary kiosks and pavilions, public art, permanent seating that is not reserved for any commercial use, exterior stairs and mechanical assists that provide access to public areas and are available for public use, and any similar features approved by the Director.

f. Open space used to satisfy the condition to allowing additional height in this Section 23.49.008 is not eligible for a bonus under Section 23.49.013.

g. Open space used to satisfy the condition to allowing additional height in this Section 23.49.008 may qualify as common recreation area to the extent permitted by subsection 23.49.011.B and may be used to satisfy open space requirements in subsection 23.49.016.C.1 if it satisfies the standards of subsection 23.49.016.C.1.

h. No increase in height shall be granted to any proposed development that would result in significant alteration to any designated feature of a Landmark structure, unless a certificate of approval for the alteration is granted by the Landmarks Preservation Board.

5. In a DRC zone, the base height limit is 85 feet, except that, subject to the conditions in subsection 23.49.008.A.6:

a. The base height limit is 170 feet if any of the following conditions is satisfied:

1 1) All portions of a structure above 85 feet contain only residential  
2 use; or

3 2) At least 25 percent of the gross floor area of all structures on a  
4 lot is in residential use; or

5 3) A minimum of 1.5 FAR of eating and drinking establishments,  
6 retail sales, and service or entertainment uses, or any combination thereof, is provided on the lot.

7 b. For residential floor area created by infill of a light well on a Landmark  
8 structure, the base height limit is the lesser of 170 feet or the highest level at which the light well  
9 is enclosed by the full length of walls of the structure on at least three sides. For the purpose of  
10 this subsection 23.49.008.A.5.b, a light well is defined as an inward modulation on a non-street-  
11 facing facade that is enclosed on at least three sides by walls of the same structure, and infill is  
12 defined as an addition to that structure within the light well.

13 6. Restrictions on demolition and alteration of existing structures

14 a. Any structure in a DRC zone that would exceed the 85-foot base height  
15 limit shall incorporate the existing exterior street-front facade(s) of each of the structures listed  
16 below, if any, located on the lot of that project. The City Council finds that these structures are  
17 significant to the architecture, history, and character of downtown. The Director may permit  
18 changes to the exterior facade(s) to the extent that significant features are preserved and the  
19 visual integrity of the design is maintained. The degree of exterior preservation required will  
20 vary, depending upon the nature of the project and the characteristics of the affected structure(s).

21 b. The Director shall evaluate whether the manner in which the facade is  
22 proposed to be preserved meets the intent to preserve the architecture, character, and history of  
23 the Retail Core. If a structure on the lot is a Landmark structure, approval by the Landmarks

Preservation Board for any proposed modifications to controlled features is required prior to a decision by the Director to allow or condition additional height for the project. The Landmarks Preservation Board's decision shall be incorporated into the Director's decision. Inclusion of a structure on the list below is solely for the purpose of conditioning additional height under this subsection 23.49.008.A.6.b, and shall not be interpreted in any way to prejudge the structure's merit as a Landmark:

<u>Shafer Building</u> /Sixth and Pine Building	<del>((523))</del> <u>515</u> Pine Street
Decatur <u>Building</u>	<del>((1513))</del> <u>1521</u> 6 <sup>th</sup> Avenue
Coliseum Theater <u>Building</u>	5th <u>Avenue</u> and Pike <u>Street</u> ( <u>northeast corner</u> )
<u>Northern Bank and Trust/Seaboard Building</u>	1506 Westlake Avenue
<u>Liggett</u> /Fourth and Pike Building	1424 4th Avenue
<del>((Pacific First Federal Savings))</del> <u>Great Northern Building</u>	<del>((1400))</del> <u>1404</u> 4th Avenue
Joshua Green Building	1425 4th Avenue
<del>((Equitable Building))</del> <u>Holland Building/MiKen Building</u>	<del>((1415))</del> <u>1417</u> 4th Avenue
<del>((Mann Building))</del>	<del>((1411 3rd Avenue))</del>
<del>((Olympic Savings Tower))</del>	<del>((217 Pine Street))</del>
<del>((Fischer Studio Building))</del>	<del>((1519 3rd Avenue))</del>
Bon Marche (Macy's)	<del>((3rd and Pine))</del> <u>300 Pine Street</u>
<del>((Melbourne House))</del>	<del>((1511 3rd Avenue))</del>

~~((Former Woolworth's Building))~~

~~((1512 3rd Avenue))~~

c. The restrictions in this subsection 23.49.008.A.6 are in addition to, and not in substitution for, the requirements of Chapter 25.12.

7. The applicable height limit for a structure is the base height limit plus any height allowed as a bonus under this Chapter 23.49 according to Chapter 23.58A, and any additional height allowed by special exception or departure, or by subsection 23.49.008.A.4. The height of a structure shall not exceed the applicable height limit, except as provided in subsections 23.49.008.B, 23.49.008.C, and 23.49.008.D.

8. The height of rooftop features, as provided in subsection 23.49.008.D, is allowed to exceed the applicable height limit.

9. On lots in the DMC 85/75-170 zone:

a. A height limit of 85 feet applies to the portions of a structure that contain non-residential or live-work uses.

b. A base height limit of 75 feet applies to the portions of a structure that contain residential uses.

c. The applicable height limit for portions of a structure that contain residential uses is 85 feet if extra floor area is achieved according to Section 23.49.023 and Chapter 23.58A, the structure has no non-residential or live-work use above 85 feet, and the structure does not qualify for a higher limit for residential uses under subsection 23.49.008.A.9.d.

d. The applicable height limit is 170 feet if extra floor area is achieved according to Section 23.49.023 and Chapter 23.58A, the structure has no non-residential or live-work use above 85 feet, the lot is at least 40,000 square feet in size and includes all or part of a

mid-block corridor that satisfies the conditions of Section 23.58A.040, except to the extent the Director grants a waiver of such conditions, and the standards of Section 23.49.060 are satisfied.

B. Structures located in DMC 240/290-440, DMC 340/290-440, or DOC2 500/300-550 zones may exceed the maximum height limit for residential use, or if applicable the maximum height limit for residential use as increased under subsection 23.49.008.A.4 as follows (~~(, by ten percent of that limit, as so increased if applicable, if))~~):

1. (~~((The facades of the portion of the structure above the limit do not enclose an area greater than 9,000 square feet, and))~~) The limit may be exceeded by ten percent as increased under subsection 23.49.008.A.4 if:

a. The facades of the portion of the structure above the limit do not enclose an area greater than 9,000 square feet, and

b. The enclosed space is occupied only by those uses or features otherwise permitted in this Section 23.49.008 as an exception above the height limit.

2. (~~((The enclosed space is occupied only by those uses or features otherwise permitted in this Section 23.49.008 as an exception above the height limit. The exception in this subsection 23.49.008.B shall not be combined with any other height exception for screening or rooftop features to gain additional height.))~~) The limit may be exceeded by ten percent as increased under subsection 23.49.008.A.4 if applicable if an elementary or secondary school is contained anywhere within the same structure.

The exceptions in this subsection 23.49.008.B shall not be combined with any other height exception for screening or rooftop features to gain additional height. The exception under subsection 23.49.008.B.2 is allowed in addition to the exception under subsection 23.49.008.B.1.

\* \* \*



Section 2. Section 23.49.058 of the Seattle Municipal Code, last amended by Ordinance 126855, is amended as follows:

**23.49.058 Downtown Office Core 1, Downtown Office Core 2, and Downtown Mixed Commercial upper-level development standards**

A. For purposes of this Section 23.49.058, except in zones with a mapped height limit of 170 feet or less, a "tower" is a portion of a structure, excluding rooftop features permitted above the applicable height limit pursuant to Section 23.49.008, in which portion all gross floor area in each story is horizontally contiguous, and which portion is above (i) a height of 85 feet in a structure that has any non-residential use above a height of 65 feet or does not have residential use above a height of 160 feet or contains an elementary or secondary school; or (ii) in any structure not described in clause (i) a height determined as follows:

1. For a structure on a lot that includes an entire block front or that is on a block front with no other structures, 65 feet; or

2. For a structure on any other lot, the height of the facade closest to the street property line of the existing structure on the same block front nearest to that lot, but if the nearest existing structures are equidistant from that lot, then the height of the higher such facade; but in no instance shall the height exceed 85 feet or be required to be less than 65 feet.

\* \* \*

**D. Tower spacing in DMC zones**

1. The requirements of this subsection 23.49.058.D apply to all structures over 160 feet in height in DMC zones, excluding DMC 170 zones, except that no separation is required:

1 a. Between structures on different blocks, except as may be required by  
2 view corridor or designated green street setbacks; or

3 b. From a structure on the same block that is not located in a DMC zone;  
4 or

5 c. From a structure allowed pursuant to the Land Use Code in effect prior  
6 to May 12, 2006; or

7 d. From a structure on the same block that is 160 feet in height or less,  
8 excluding rooftop features permitted above the applicable height limit for the zone pursuant to  
9 Section 23.49.008; or

10 e. From a structure in a DMC 170.

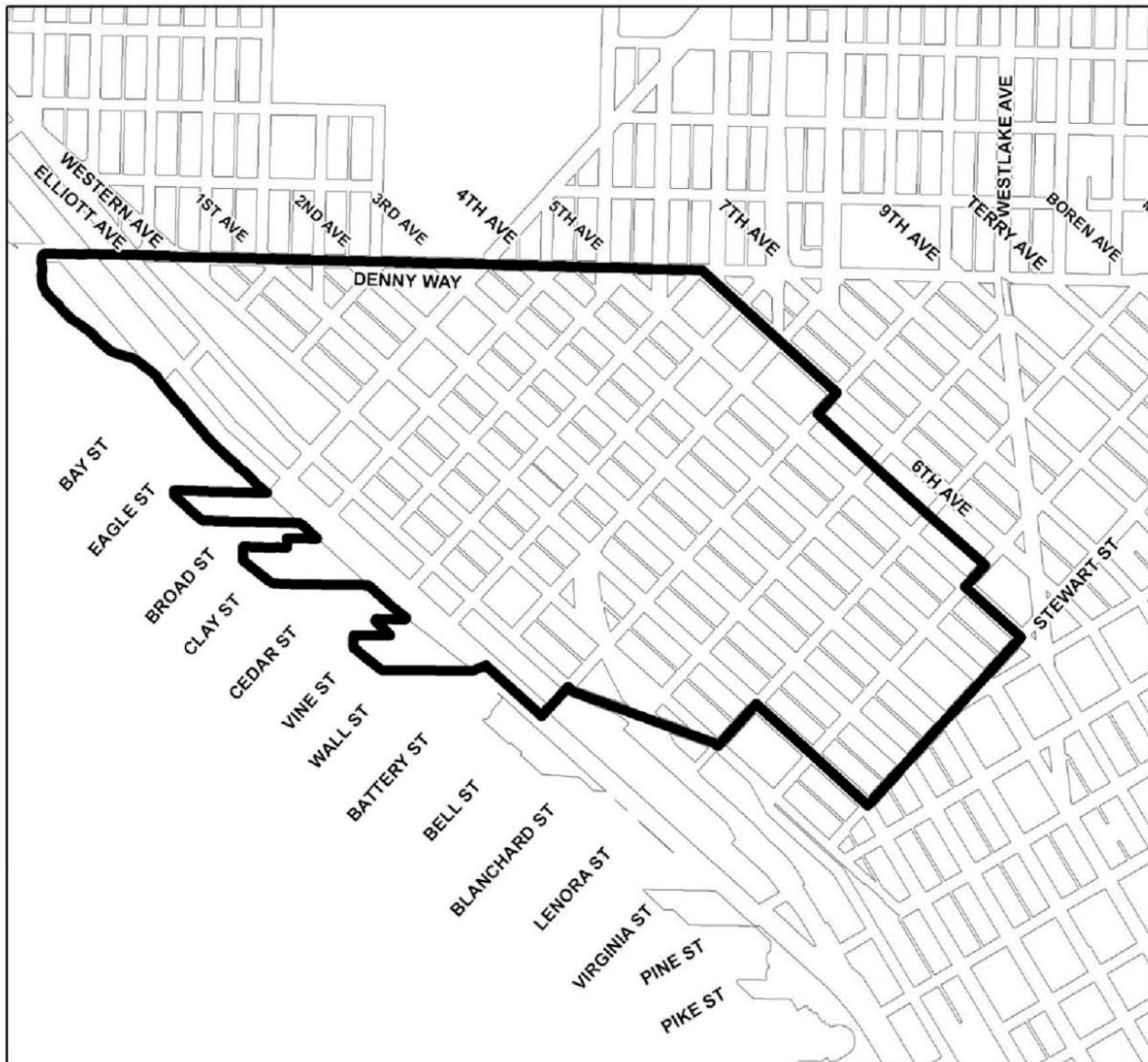
11 2. Except as otherwise provided in this subsection 23.49.058.D, in the DMC  
12 240/290-440 zone located between Stewart Street, Union Street, Third Avenue, and First  
13 Avenue, if any part of a tower exceeds 160 feet in height, then all portions of the tower that are  
14 above 125 feet in height shall be separated from any other existing tower that is above 160 feet in  
15 height, and the minimum separation required between towers from all points above the height of  
16 125 feet in each tower is ~~((200))~~ 60 feet.

17 3. Except as otherwise provided in this subsection 23.49.058.D, in a DMC zone  
18 with a mapped height limit of more than 170 feet located either in Belltown, as shown on Map A  
19 for 23.49.058, or south of Union Street, if any part of a tower exceeds 160 feet in height, then all  
20 portions of the tower that are above 125 feet in height must be separated from any other existing  
21 tower that is above 160 feet in height, and the minimum separation required between towers  
22 from all points above the height of 125 feet in each tower is 80 feet.

1

## Map A for 23.49.058 Belltown

### Map A for 23.49.058 Belltown



**— Belltown Boundary**

No warranties of any sort, including  
accuracy, fitness, or merchantability  
accompany this product.  
Copyright 2012, All Rights Reserved,  
City of Seattle



2

1                   4. Except as otherwise provided in this subsection 23.49.058.D, in a DMC zone  
2 with a mapped height limit of more than 170 feet located in the Denny Triangle, as shown on  
3 Map A for 23.49.056, if any part of a tower exceeds 160 feet in height, then all portions of the  
4 tower that are above 125 feet in height must be separated from any other existing tower that is  
5 above 160 feet in height, and the minimum separation required between towers from all points  
6 above the height of 125 feet in each tower is 60 feet.

7                   5. The projection of unenclosed decks and balconies, and architectural features  
8 such as cornices, shall be disregarded in calculating tower separation.

9                   6. If the presence of an existing tower would preclude the addition of another  
10 tower proposed on the same block, as a special exception, the Director may waive or modify the  
11 tower spacing requirements of this Section 23.49.058 to allow a maximum of two towers to be  
12 located on the same block that are not separated by at least the minimum spacing required in  
13 subsections 23.49.058.D.2, 23.49.058.D.3, and 23.49.058.D.4, other than towers described in  
14 subsection 23.49.058.D.1. The Director shall determine that issues raised in the design review  
15 process related to the presence of the additional tower have been adequately addressed before  
16 granting any exceptions to tower spacing standards. The Director shall consider the following  
17 factors in determining whether such an exception shall be granted:

18                   a. Potential impact of the additional tower on adjacent residential  
19 structures, located within the same block and on adjacent blocks, in terms of views, privacy, and  
20 shadows;

21                   b. Aspects of the proposal that offset the impact of the reduction in  
22 required separation between towers, including the provision of public open space, designated  
23 green street or other streetscape improvements, and preservation of Landmark structures;

c. Potential impact on the public environment, including shadow and view impacts on nearby streets and public open spaces;

d. Design characteristics of the additional tower in terms of overall bulk and massing, facade treatments and transparency, visual interest, and other features that may offset impacts related to the reduction in required separation between towers;

e. The City's goal of encouraging residential development downtown; and

f. The feasibility of developing the site without an exception from the tower spacing requirement.

7. For purposes of this Section 23.49.058 a tower is considered to be "existing" and must be taken into consideration when other towers are proposed, under any of the following circumstances:

a. The tower is physically present, except that a tower that is physically present is not considered "existing" if the owner of the lot where the tower is located has applied to the Director for a permit to demolish the tower and provided that the no building permit for the proposed tower is issued until the demolition of the tower that is physically present has been completed;

b. The tower is a proposed tower for which a complete application for a Master Use Permit or building permit has been submitted, provided that:

~~((i.-the))~~ 1) The application has not been withdrawn or cancelled without the tower having been constructed; and

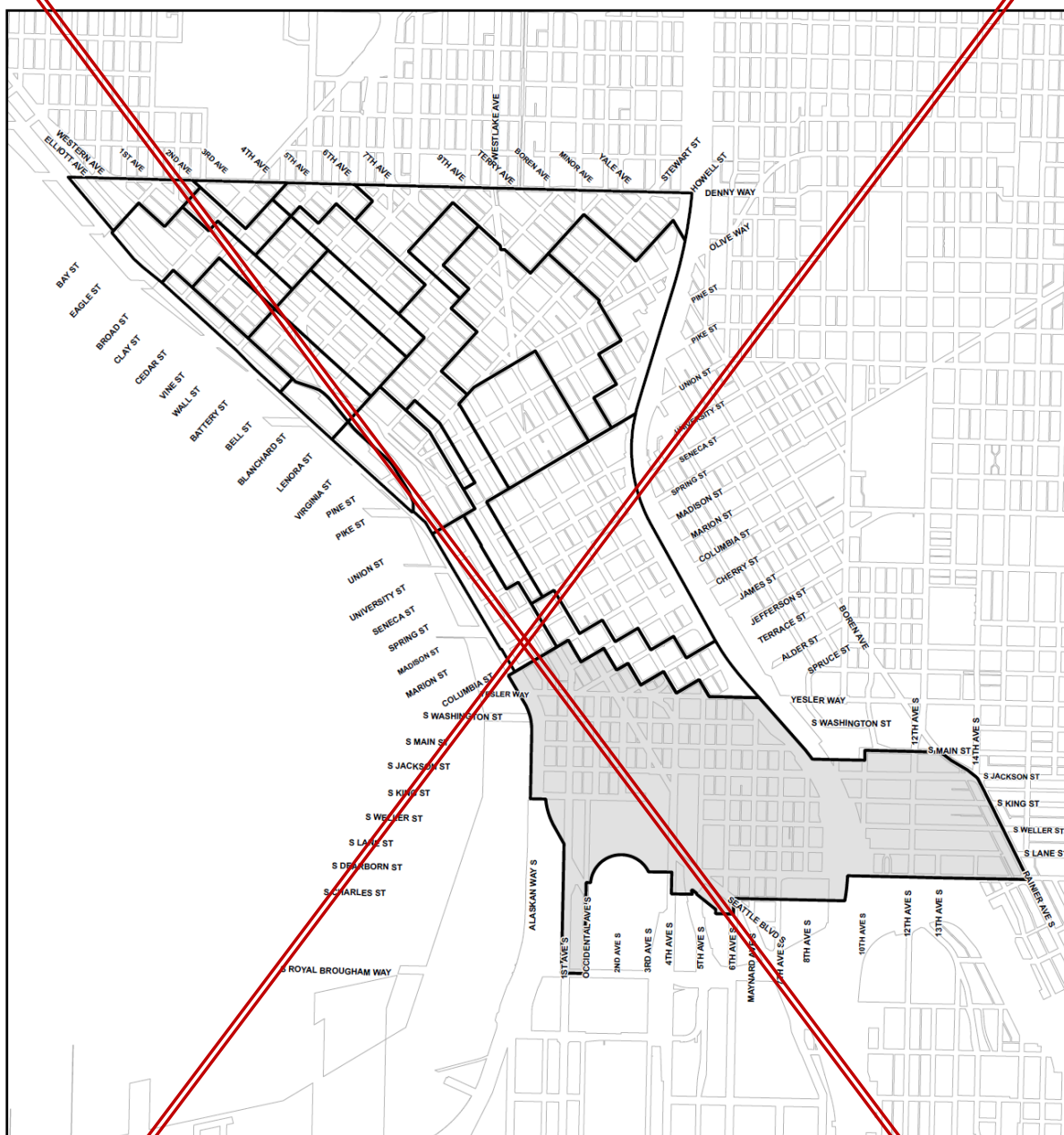
~~((ii.-if))~~ 2) If a decision on that application has been published or a permit on the application has been issued, the decision or permit has not expired, and has not been withdrawn, cancelled, or invalidated, without the tower having been constructed.

c. The tower is a proposed tower for which a complete application for early design guidance has been filed and a complete application for a Master Use Permit or building permit has not been submitted, provided that the early design guidance application will not qualify a proposed tower as an existing tower if a complete Master Use Permit application is not submitted within 90 days of the date of the early design guidance public meeting if one is required, or within 90 days of the date the Director provides guidance if no early design meeting is required, or within 150 days of the first early design guidance public meeting if more than one early design guidance public meeting is held.

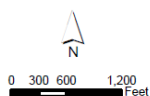
\* \* \*

Section 3. Map 1A to Seattle Municipal Code Chapter 23.49, last amended by Ordinance 125291, is amended as follows:

## Downtown Zones and South Downtown Boundary



South Downtown Zones  
in South Downtown are  
identified on the Official Land  
Use Map, Chapter 23.32



No warranties of any sort, including accuracy, fitness, or merchantability accompany this product.  
Copyright 2016, All Rights Reserved,  
City of Seattle

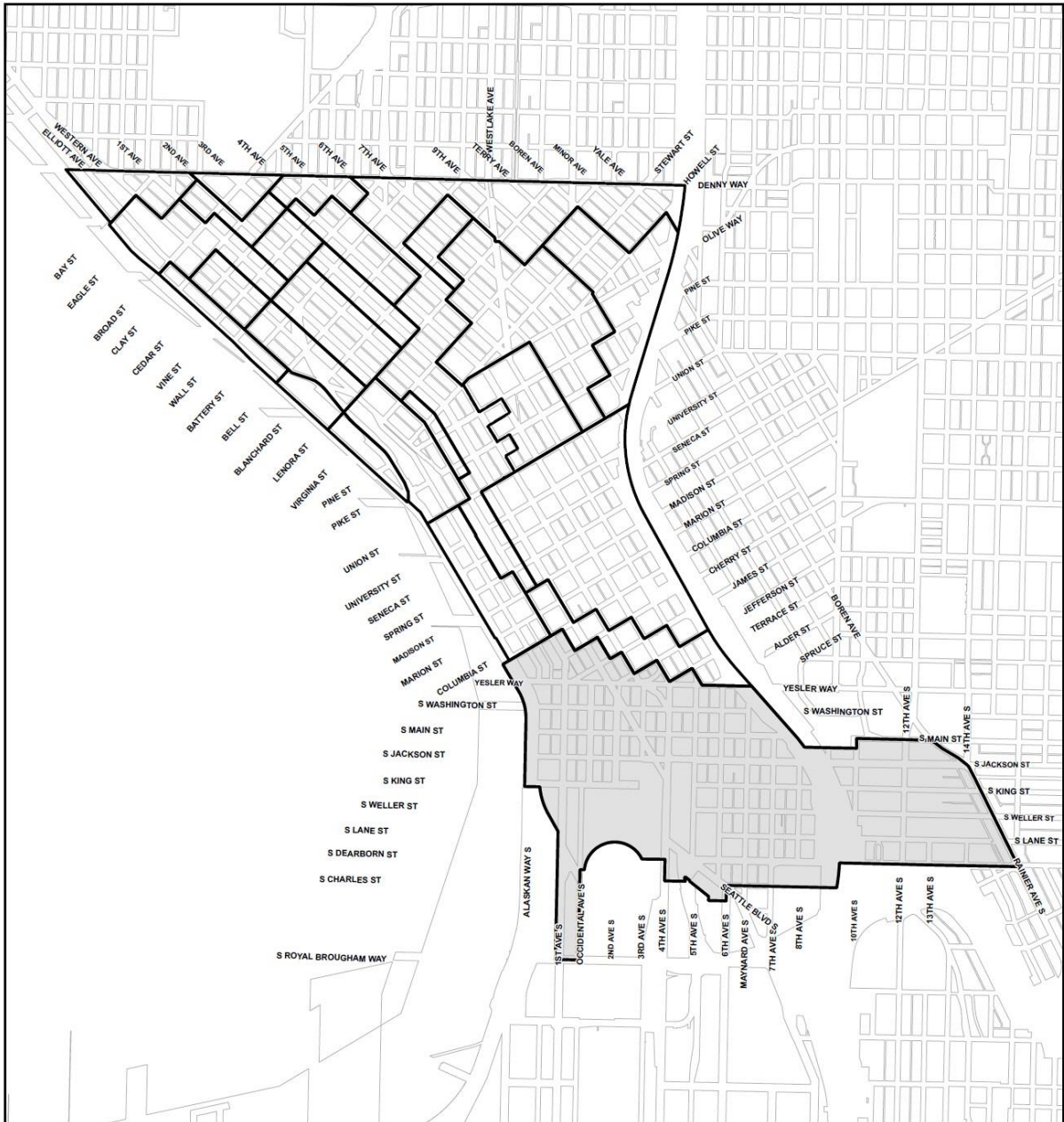
~~Downtown zoning~~

~~Map 1A~~

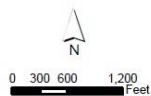
**Downtown Zones  
and South Downtown  
Boundary**



## Downtown Zones and South Downtown Boundary



South Downtown Zones  
 in South Downtown are  
 identified on the Official Land  
 Use Map, Chapter 23.32



No warranties of any sort, including  
 accuracy, fitness, or merchantability  
 accompany this product.  
 Copyright 2016, All Rights Reserved,  
 City of Seattle

Downtown zoning

### Map 1A

Downtown Zones  
 and South Downtown  
 Boundary



1           Section 4. The Official Land Use Map, Chapter 23.32 of the Seattle Municipal Code, is  
2 amended to rezone properties identified on page 109 of the Official Land Use Map as shown on  
3 Attachment 1 attached to this ordinance.

4           Section 5. This ordinance shall take effect and be in force 30 days after its approval by  
5 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
6 shall take effect as provided by Seattle Municipal Code Section 1.04.020.  
7

1 Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
2 and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of  
3 \_\_\_\_\_, 2023.

4 \_\_\_\_\_  
5 President \_\_\_\_\_ of the City Council

6 Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

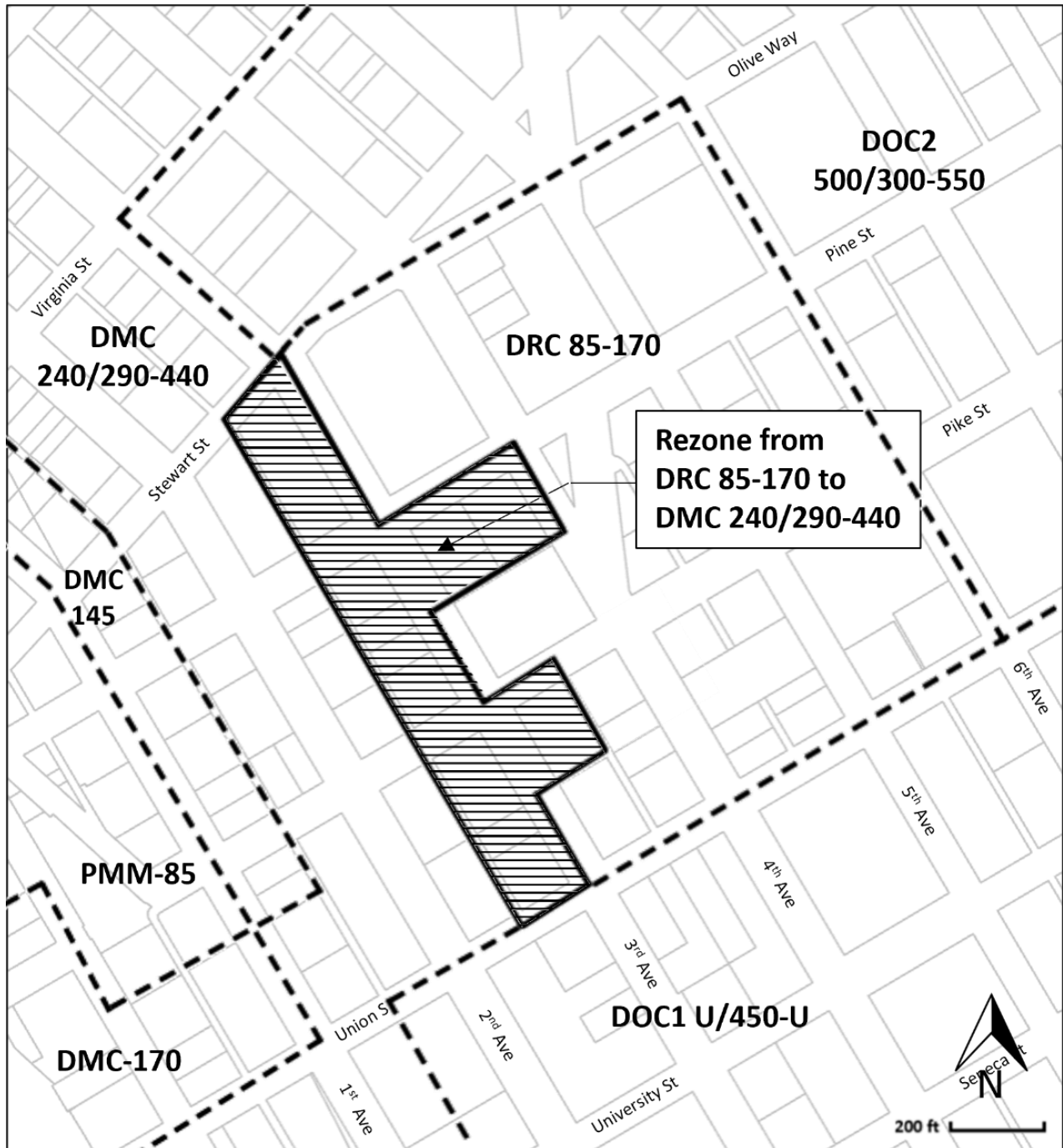
9 Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

10 \_\_\_\_\_  
11 Scheereen Dedman, City Clerk

12 (Seal)

13  
14  
15  
16 Attachments:  
17 Attachment 1 – Rezone Map

## Attachment 1 – Rezone Map



## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of Planning & Community Development (OPCD)	Geoff Wentlandt	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 relating to land use and zoning; amending the Official Land Use Map (Chapter 23.32 of the Seattle Municipal Code) to rezone certain land in the Downtown Retail Core; and amending Sections 23.49.008 and 23.49.058 of the Seattle Municipal Code to increase housing capacity and downtown activation.

**Summary and Background of the Legislation:**

This land use legislation is one component of the Downtown Activation Plan. The legislation rezones 11 parcels of land that are strategically located within a 5-block area near the center of downtown. Zoning is changed from the Downtown Retail Core (DRC) zone to the Downtown Mixed Commercial (DMC) zone.

This legislation makes one zoning map change as well as small amendments to text provisions of the Land Use Code (Seattle Municipal Code Title 23) to revitalize the retail core area along Third Avenue. The changes include the following elements:

1. Rezone parts of the Retail Core area into mixed commercial. The proposed rezone is from DRC 85-170 to DMC 240/290-440.
2. Amend the land use code at SMC 23.49.058.D to address tower spacing to apply a 60 foot tower spacing requirement for the proposed rezone area.
3. Amend the Land Use Code at SMC 23.49.058.A allowing a podium height of 85 feet, and amending SMC 23.49.008.B giving a height limit exception of 10 percent, for a structure that contains an elementary or secondary school.

### **2. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?** \_\_\_ Yes X No

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

The legislation has minor short-term impacts on SDCI, because SDCI permit review staff would need to be made aware of the land use code text changes in a training or e-mail

communication, and there will be minor IT costs associated with changing a zoning map. However, these costs can be absorbed within the existing budget.

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

No.

### 3. OTHER IMPLICATIONS

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

Seattle Department of Construction & Inspections (SDCI) staff training will be needed. SDCI staff will need to be made aware of the code amendment for the purposes of permit review. One-time IT costs of \$20,0000 for both the Downtown retail core legislation and the Belltown lodging legislation combined can be absorbed within SDCI's existing budget.

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

Yes

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

Yes. OPCD published a SEPA determination of non-significance (DNS) on June 22<sup>nd</sup> in the DJC and the City's Land Use Information Bulletin. No SEPA appeals were received.

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

This legislation applies to 11 properties within the rezone area. A component of the legislation strengthens existing incentives for a school facility to be located in a downtown zone, which affects most of downtown.

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

This legislation could have the effect of facilitating additional market rate housing in an area of central downtown. The price of the market rate housing units will likely serve households with incomes above 100 percent AMI. This may be perceived as an impact on historically disadvantaged communities if those communities would have difficulty accessing the housing opportunities. However, any new development in the zone would contribute to affordable housing through the MHA program in an amount estimated at between \$4 million to \$8 million. Such funds would be used to increase low-income housing in Seattle.

**f. Climate Change Implications**

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

No. This is a project action. Emissions will be considered as part of the environmental review of any future developments in the zone. The location is exceptionally well served by transit.

- 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 legislation increases resiliency because it is expected to create a better balance between residential uses and commercial/office uses in the downtown area.

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

No.



Legislation Text

---

**File #:** CB 120657, **Version:** 1

---

**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to rates and charges for water services of Seattle Public Utilities; revising water rates and charges, and credits to low-income customers; and amending Sections 21.04.430, 21.04.440, and 21.76.040 of the Seattle Municipal Code.

WHEREAS, Seattle Public Utilities recently completed a rate study incorporating guidance of its adopted 2021

-2026 Strategic Business Plan; and

WHEREAS, Seattle City Council adopted the 2021-2026 Strategic Business Plan in Resolution 32000; and

WHEREAS, the water rates authorized by this ordinance are consistent with the general rate-making policies

set forth in Resolution 30742, adopted March 28, 2005; and

WHEREAS, credits for qualified low-income customers should be revised when water rates change; NOW,

THEREFORE,

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

Section 1. Section 21.04.430 of the Seattle Municipal Code, last amended by Ordinance 126434, is amended as follows:

**21.04.430 Rates inside ((The City of)) Seattle**

All water used inside ((the City)) Seattle for domestic and commercial purposes shall be supplied by meter only at the following rates and charges. Seasonal rates shall be prorated. For usage representing fractional parts of a month, the base service charge and all components of the commodity charge shall be prorated using a 30-day month. The additional cost of funding the Revenue Stabilization Subfund shall be specifically indicated in the billings. Seattle Public Utilities shall continue to incorporate arts funding into its capital projects constructed

within the municipal boundaries of ~~((the City))~~ Seattle at the one percent level; however, the department shall not be permitted to fund any such program from the Water Fund on any capital project outside the ~~((City))~~ city limits.

A. Residential. The rates for metered water supplied to single-family and duplex residences within ~~((the City))~~ Seattle in one month, or fractional part thereof, shall be based on a commodity charge and a base service charge, in accordance with the following schedules:

**Schedule WIR.** Schedule WIR is for all single-family and duplex residences within ~~((the city))~~ Seattle except those billed on Schedule WIRM.

**Commodity Charge per 100 Cubic Feet**

	<del>((Effective January 1, 2020</del>	<del>Effective January 1, 2022))</del>	Effective January 1, 2023	<u>Effective January 1, 2024</u>	<u>Effective January 1, 2025</u>	<u>Effective January 1, 2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	<del>(((\$5.55</del>	<del>\$5.71))</del>	\$5.92	<u>\$5.92</u>	<u>\$5.95</u>	<u>\$5.98</u>
Next 1,300 cubic feet per residence	<del>(((\$6.86</del>	<del>\$7.06))</del>	\$7.32	<u>\$7.32</u>	<u>\$7.36</u>	<u>\$7.39</u>
All over 1,800 cubic feet per residence	<del>(((\$11.80</del>	<del>\$11.80))</del>	\$11.80	<u>\$11.80</u>	<u>\$11.80</u>	<u>\$11.80</u>
Winter (September 16th-May 15th)						
All usage	<del>(((\$5.40</del>	<del>\$5.56))</del>	\$5.76	<u>\$5.76</u>	<u>\$5.79</u>	<u>\$5.82</u>

**Base Service Charge per Month**

Meter Size	<del>((Effective January 1, 2020</del>	<del>Effective January 1, 2022))</del>	Effective January 1, 2023	<u>Effective January 1, 2024</u>	<u>Effective January 1, 2025</u>	<u>Effective January 1, 2026</u>
3/4 inch and less	<del>(((\$18.45</del>	<del>\$19.00))</del>	\$19.60	<u>\$19.60</u>	<u>\$20.45</u>	<u>\$21.35</u>
1 inch	<del>(((\$19.00</del>	<del>\$19.60))</del>	\$20.20	<u>\$20.20</u>	<u>\$21.10</u>	<u>\$22.00</u>
1-1/2 inch	<del>(((\$29.35</del>	<del>\$30.20))</del>	\$31.15	<u>\$31.15</u>	<u>\$32.50</u>	<u>\$33.95</u>
2 inch	<del>(((\$32.50</del>	<del>\$33.45))</del>	\$34.50	<u>\$34.50</u>	<u>\$36.00</u>	<u>\$37.60</u>
3 inch	<del>(((\$120.30</del>	<del>\$123.90))</del>	\$127.80	<u>\$127.80</u>	<u>\$133.35</u>	<u>\$139.20</u>
4 inch and larger	<del>(((\$172.35</del>	<del>\$177.45))</del>	\$183.05	<u>\$183.05</u>	<u>\$191.00</u>	<u>\$199.00</u>



**Schedule WIRM.** Schedule WIRM is for single-family and duplex residences within ~~((the City))~~ Seattle in which one or more persons require medical life support equipment ~~((which))~~ that uses mechanical or artificial means to sustain, restore, or supplant a vital function, and which uses a disproportionate amount of water.

**Commodity Charge per 100 Cubic Feet**

	<del>((Effective January 1, 2020</del>	<del>Effective January 1, 2022))</del>	Effective January 1, 2023	<u>Effective January 1, 2024</u>	<u>Effective January 1, 2025</u>	<u>Effective January 1, 2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	<del>(((\$5.55</del>	<del>\$5.71))</del>	\$5.92	<u>\$5.92</u>	<u>\$5.95</u>	<u>\$5.98</u>
All over 500 cubic feet per residence	<del>(((\$6.86</del>	<del>\$7.06))</del>	\$7.32	<u>\$7.32</u>	<u>\$7.36</u>	<u>\$7.39</u>
Winter (September 16th-May 15th)						
All usage	<del>(((\$5.40</del>	<del>\$5.56))</del>	\$5.76	<u>\$5.76</u>	<u>\$5.79</u>	<u>\$5.82</u>

**Base Service Charge ((Per)) per Month**

Meter Size	<del>((Effective January 1, 2020</del>	<del>Effective January 1, 2022))</del>	Effective January 1, 2023	<u>Effective January 1, 2024</u>	<u>Effective January 1, 2025</u>	<u>Effective January 1, 2026</u>
3/4 inch and less	<del>(((\$18.45</del>	<del>\$19.00))</del>	\$19.60	<u>\$19.60</u>	<u>\$20.45</u>	<u>\$21.35</u>
1 inch	<del>(((\$19.00</del>	<del>\$19.60))</del>	\$20.20	<u>\$20.20</u>	<u>\$21.10</u>	<u>\$22.00</u>
1-1/2 inch	<del>(((\$29.35</del>	<del>\$30.20))</del>	\$31.15	<u>\$31.15</u>	<u>\$32.50</u>	<u>\$33.95</u>
2 inch	<del>(((\$32.50</del>	<del>\$33.45))</del>	\$34.50	<u>\$34.50</u>	<u>\$36.00</u>	<u>\$37.60</u>
3 inch	<del>(((\$120.30</del>	<del>\$123.90))</del>	\$127.80	<u>\$127.80</u>	<u>\$133.35</u>	<u>\$139.20</u>
4 inch and larger	<del>(((\$172.35</del>	<del>\$177.45))</del>	\$183.05	<u>\$183.05</u>	<u>\$191.00</u>	<u>\$199.00</u>

1. Master metered residential development: multiple parcels. The rates for residential developments with master meters of 1-1/2 inches or larger, which operate and maintain their own distribution systems on private property, and which use water primarily to serve single-family, detached residences on at least two separate legal parcels, shall be based on a commodity charge and a base service charge, in accordance with the following schedule:

**Commodity Charge per 100 Cubic Feet**

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	(\$5.55	\$5.71))	\$5.92	\$5.92	\$5.95	\$5.98
Next 1,300 cubic feet per residence	(\$6.86	\$7.06))	\$7.32	\$7.32	\$7.36	\$7.39
All over 1,800 cubic feet per residence	(\$11.80	\$11.80))	\$11.80	\$11.80	\$11.80	\$11.80
Winter (September 16th-May 15th)						
All usage	(\$5.40	\$5.56))	\$5.76	\$5.76	\$5.79	\$5.82

**Base Service Charge ((Per)) per Month**

<b>Meter Size</b>	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
1-1/2 inch	(\$29.35	\$30.20))	\$31.15	\$31.15	\$32.50	\$33.95
2 inch	(\$32.50	\$33.45))	\$34.50	\$34.50	\$36.00	\$37.60
3 inch	(\$120.30	\$123.90))	\$127.80	\$127.80	\$133.35	\$139.20
4 inch	(\$172.35	\$177.45))	\$183.05	\$183.05	\$191.00	\$199.00
6 inch	(\$212.00	\$218.00))	\$225.00	\$225.00	\$235.00	\$245.00
8 inch	(\$250.00	\$257.00))	\$265.00	\$265.00	\$277.00	\$289.00
10 inch	(\$305.00	\$314.00))	\$324.00	\$324.00	\$338.00	\$353.00
12 inch	(\$412.00	\$424.00))	\$437.00	\$437.00	\$456.00	\$477.00
16 inch	(\$477.00	\$477.00))	\$491.00	\$491.00	\$512.00	\$535.00
20 inch	(\$614.00	\$614.00))	\$614.00	\$614.00	\$614.00	\$614.00
24 inch	(\$771.00	\$771.00))	\$771.00	\$771.00	\$771.00	\$771.00

B. General service. The rates for metered water supplied to houseboats and premises other than single-family, duplex residences, and master-metered residential developments within ~~((the City))~~ Seattle in one month, or fractional part thereof, shall be based on a commodity charge and a base service charge in accordance with the following schedule:

**Commodity Charge per 100 Cubic Feet**

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
All usage	(\$6.86	\$7.01))	\$7.27	\$7.50	\$7.60	\$7.70
Winter (September 16th-May 15th)						
All usage	(\$5.40	\$5.52))	\$5.72	\$5.90	\$5.98	\$6.06

**Base Service Charge per Month**

<b>Meter Size</b>	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
3/4 inch and less	(\$18.45	\$18.85))	\$19.55	\$21.90	\$23.50	\$25.20
1 inch	(\$19.00	\$19.45))	\$20.15	\$22.60	\$24.25	\$26.00
1-1/2 inch	(\$29.35	\$29.95))	\$31.10	\$34.80	\$37.35	\$40.05
2 inch	(\$32.50	\$33.20))	\$34.40	\$38.55	\$41.40	\$44.35
3 inch	(\$120.30	\$122.90))	\$127.45	\$143.00	\$153.00	\$164.00
4 inch	(\$172.35	\$176.05))	\$182.60	\$205.00	\$219.00	\$235.00
6 inch	(\$212.00	\$217.00))	\$225.00	\$252.00	\$270.00	\$290.00
8 inch	(\$250.00	\$255.00))	\$264.00	\$296.00	\$318.00	\$341.00
10 inch	(\$305.00	\$312.00))	\$323.00	\$362.00	\$389.00	\$417.00
12 inch	(\$412.00	\$421.00))	\$436.00	\$489.00	\$525.00	\$562.00
16 inch	(\$477.00	\$477.00))	\$490.00	\$549.00	\$589.00	\$631.00
20 inch	(\$614.00	\$614.00))	\$614.00	\$627.00	\$672.00	\$721.00
24 inch	(\$771.00	\$771.00))	\$771.00	\$771.00	\$771.00	\$819.00

**C. Fire service**

1. Fire hydrants. The rates for fire hydrants, including test water and water used to extinguish fires, shall be deemed service charges and shall be for any one year, or fractional part thereof, as follows:

<b>Hydrant Type</b>	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Hydrants on 4 inch or smaller mains	(\$321.20	\$503.95))	\$521.70	\$528.17	\$545.26	\$556.68
Hydrants on 6 inch or larger mains	(\$578.53	\$669.04))	\$692.60	\$703.13	\$725.88	\$741.09

2. Metered fire services. The rates for metered water services supplied for fire protection purposes exclusively, including a monthly allowance for test water and water used to extinguish fires, shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

**Service Charge per Month**

<b>Service Size</b>	<b>Effective January 1, 2020</b>
2 inch and less	\$17.75
3 inch	\$23.00
4 inch	\$43.00
6 inch	\$73.00
8 inch	\$115.00
10 inch	\$166.00
12 inch	\$242.00

For each 100 cubic feet of water consumption in excess of the monthly allowance described below, the charge shall be an additional \$20.

<b>Size of Service</b>	<b>Monthly Allowance</b>
2 inch and less	100 cubic feet
3 inch	500 cubic feet
4 inch	500 cubic feet
6 inch	500 cubic feet
8 inch	1,000 cubic feet
10 inch	1,000 cubic feet
12 inch	1,000 cubic feet

Section 2. Section 21.04.440 of the Seattle Municipal Code, last amended by Ordinance 126563, is amended as follows:

**21.04.440 Rates outside ((The City of)) Seattle**

Except as otherwise provided in this Chapter 21.04, the rates and charges for water supplied to customers located outside ((The City of)) Seattle shall be as specified in this Section 21.04.440. Seasonal rates shall be

prorated. For usage representing fractional parts of a month, the base service charge and all components of the commodity charge shall be prorated using a 30-day month.

A. Residential. The rates for metered water supplied to single-family and duplex residences except for those located in the cities of Shoreline and Lake Forest Park and those served under the terms of a wholesale contract, in one month, or fractional part thereof, shall be based on a commodity charge and a base service charge, in accordance with the following schedules:

**Schedule WOR.** Schedule WOR is for all single-family and duplex residences except those billed on Schedule WORM.

### Commodity Charge per 100 Cubic Feet

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	(\$6.33	\$6.51))	\$6.75	\$6.75	\$6.78	\$6.82
Next 1,300 cubic feet per residence	(\$7.82	\$8.05))	\$8.34	\$8.34	\$8.39	\$8.42
All over 1,800 cubic feet per residence	(\$13.45	\$13.45))	\$13.45	\$13.45	\$13.45	\$13.45
Winter (September 16th-May 15th)						
All usage	(\$6.16	\$6.34))	\$6.57	\$6.57	\$6.60	\$6.63

### Base Service Charge per Month

Meter Size	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
3/4 inch and less	(\$21.05	\$21.65))	\$22.35	\$22.35	\$23.30	\$24.35
1 inch	(\$21.65	\$22.35))	\$23.05	\$23.05	\$24.05	\$25.10
1-1/2 inch	(\$33.45	\$34.45))	\$35.50	\$35.50	\$37.05	\$38.70
2 inch	(\$37.05	\$38.15))	\$39.35	\$39.35	\$41.05	\$42.85
3 inch	(\$137.15	\$141.25))	\$145.70	\$145.70	\$152.00	\$158.70
4 inch and larger	(\$196.50	\$202.30))	\$208.70	\$208.70	\$217.75	\$227.00

**Schedule WORM.** Schedule WORM is for single-family and duplex residences in which one or more persons require medical life support equipment ((which)) that uses mechanical or artificial means to sustain, restore, or supplant a vital function, and which uses a disproportionate amount of water.

**Commodity Charge per 100 Cubic Feet**

	<u>Effective January 1, 2020</u>	<u>Effective January 1, 2022</u>	<u>Effective January 1, 2023</u>	<u>Effective January 1, 2024</u>	<u>Effective January 1, 2025</u>	<u>Effective January 1, 2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	<del>(\$6.33</del>	<del>\$6.51)</del>	\$6.75	<u>\$6.75</u>	<u>\$6.78</u>	<u>\$6.82</u>
All over 500 cubic feet per residence	<del>(\$7.82</del>	<del>\$8.05)</del>	\$8.34	<u>\$8.34</u>	<u>\$8.39</u>	<u>\$8.42</u>
Winter (September 16th-May 15th)						
All usage	<del>(\$6.16</del>	<del>\$6.34)</del>	\$6.57	<u>\$6.57</u>	<u>\$6.60</u>	<u>\$6.63</u>

**Base Service Charge per Month**

Meter Size	<u>Effective January 1, 2020</u>	<u>Effective January 1, 2022</u>	<u>Effective January 1, 2023</u>	<u>Effective January 1, 2024</u>	<u>Effective January 1, 2025</u>	<u>Effective January 1, 2026</u>
3/4 inch and less	<del>(\$21.05</del>	<del>\$21.65)</del>	\$22.35	<u>\$22.35</u>	<u>\$23.30</u>	<u>\$24.35</u>
1 inch	<del>(\$21.65</del>	<del>\$22.35)</del>	\$23.05	<u>\$23.05</u>	<u>\$24.05</u>	<u>\$25.10</u>
1-1/2 inch	<del>(\$33.45</del>	<del>\$34.45)</del>	\$35.50	<u>\$35.50</u>	<u>\$37.05</u>	<u>\$38.70</u>
2 inch	<del>(\$37.05</del>	<del>\$38.15)</del>	\$39.35	<u>\$39.35</u>	<u>\$41.05</u>	<u>\$42.85</u>
3 inch	<del>(\$137.15</del>	<del>\$141.25)</del>	\$145.70	<u>\$145.70</u>	<u>\$152.00</u>	<u>\$158.70</u>
4 inch and larger	<del>(\$196.50</del>	<del>\$202.30)</del>	\$208.70	<u>\$208.70</u>	<u>\$217.75</u>	<u>\$227.00</u>

1. Master metered residential developments. The rates for residential developments with master meters of 1-1/2 inches or larger, which operate and maintain their own distribution systems on private property and which use water primarily to serve single-family, detached residences on at least two separate legal parcels, shall be based on a commodity charge and a base service charge, in accordance with the following schedule:

**Commodity Charge per 100 Cubic Feet**

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	(\$6.33	\$6.51))	\$6.75	\$6.75	\$6.78	\$6.82
Next 1,300 cubic feet per residence	(\$7.82	\$8.05))	\$8.34	\$8.34	\$8.39	\$8.42
All over 1,800 cubic feet per residence	(\$13.45	\$13.45))	\$13.45	\$13.45	\$13.45	\$13.45
Winter (September 16th-May 15th)						
All usage	(\$6.16	\$6.34))	\$6.57	\$6.57	\$6.60	\$6.63

**Base Service Charge per Month**

<b>Meter Size</b>	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
1-1/2 inch	(\$33.45	\$34.45))	\$35.50	\$35.50	\$37.05	\$38.70
2 inch	(\$37.05	\$38.15))	\$39.35	\$39.35	\$41.05	\$42.85
3 inch	(\$137.15	\$141.25))	\$145.70	\$145.70	\$152.00	\$158.70
4 inch	(\$196.50	\$202.30))	\$208.70	\$208.70	\$217.75	\$227.00
6 inch	(\$242.00	\$249.00))	\$257.00	\$257.00	\$268.00	\$279.00
8 inch	(\$285.00	\$293.00))	\$302.00	\$302.00	\$316.00	\$329.00
10 inch	(\$348.00	\$358.00))	\$369.00	\$369.00	\$385.00	\$402.00
12 inch	(\$470.00	\$483.00))	\$498.00	\$498.00	\$520.00	\$544.00
16 inch	(\$544.00	\$544.00))	\$560.00	\$560.00	\$584.00	\$610.00
20 inch	(\$700.00	\$700.00))	\$700.00	\$700.00	\$700.00	\$700.00
24 inch	(\$879.00	\$879.00))	\$879.00	\$879.00	\$879.00	\$879.00

B. General service. The rates for metered water supplied to premises other than single-family, duplex residences, and master-metered residential developments (except for those located in the cities of Shoreline and Lake Forest Park and those served under the terms of a wholesale contract) in one month, or fractional part thereof, shall be based on a commodity charge, and a base service charge in accordance with the following schedule:

**Commodity Charge per 100 Cubic Feet**

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
All usage	(\$7.82	\$7.99))	\$8.29	\$8.55	\$8.66	\$8.78
Winter (September 16th-May 15th)						
All usage	(\$6.16	\$6.29))	\$6.52	\$6.73	\$6.82	\$6.91

**Base Service Charge per Month**

Meter Size	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
3/4 inch and less	(\$21.05	\$21.50))	\$22.30	\$24.95	\$26.80	\$28.75
1 inch	(\$21.65	\$22.15))	\$22.95	\$25.75	\$27.65	\$29.65
1-1/2 inch	(\$33.45	\$34.15))	\$35.45	\$39.65	\$42.60	\$45.65
2 inch	(\$37.05	\$37.85))	\$39.20	\$43.95	\$47.20	\$50.55
3 inch	(\$137.15	\$140.10))	\$145.30	\$163.00	\$174.40	\$186.95
4 inch	(\$196.50	\$200.70))	\$208.15	\$233.70	\$249.65	\$267.90
6 inch	(\$242.00	\$247.00))	\$257.00	\$287.00	\$308.00	\$331.00
8 inch	(\$285.00	\$291.00))	\$301.00	\$337.00	\$363.00	\$389.00
10 inch	(\$348.00	\$356.00))	\$368.00	\$413.00	\$443.00	\$475.00
12 inch	(\$470.00	\$480.00))	\$497.00	\$557.00	\$599.00	\$641.00
16 inch	(\$544.00	\$544.00))	\$559.00	\$626.00	\$671.00	\$719.00
20 inch	(\$700.00	\$700.00))	\$700.00	\$715.00	\$766.00	\$822.00
24 inch	(\$879.00	\$879.00))	\$879.00	\$879.00	\$879.00	\$934.00

**C. Fire service**

1. Fire hydrants. Except ~~((for))~~ as provided in subsection 21.04.440.D, the rates for fire hydrants, including test water and water used to extinguish fires, shall be deemed service charges and shall be for any one year, or fractional part thereof, as follows:

Hydrant Type	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Hydrants on 4 inch or smaller mains	(\$321.20	\$503.95))	\$521.70	\$528.17	\$545.26	\$556.68



Hydrants on 6 inch or larger mains	(((\$578.53	\$670.88))	\$694.51	\$703.13	\$725.88	\$741.09
------------------------------------	-------------	------------	----------	----------	----------	----------

2. Metered fire services. The rates for metered water services supplied for fire protection purposes exclusively, including a monthly allowance for test water and water used to extinguish fires, shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

**Service Charge per Month**

<b>Service Size</b>	<b>Effective January 1, 2020</b>
2 inch and less	\$20.00
3 inch	\$26.00
4 inch	\$49.00
6 inch	\$83.00
8 inch	\$131.00
10 inch	\$189.00
12 inch	\$276.00

For each 100 cubic feet of water consumption in excess of the monthly allowance described below, the charge shall be an additional \$22.80.

<b>Service Size</b>	<b>Monthly Allowance</b>
2 inch and less	100 cubic feet
3 inch	500 cubic feet
4 inch	500 cubic feet
6 inch	500 cubic feet
8 inch	1,000 cubic feet
10 inch	1,000 cubic feet
12 inch	1,000 cubic feet

D. Rates inside the cities of Shoreline, Lake Forest Park, Burien, and Mercer Island. Rates and charges in this subsection 21.04.440.D apply to retail customers of Seattle Public Utilities located within the cities of Shoreline, Lake Forest Park, Burien, and Mercer Island who are not served under the terms of a wholesale contract. Seasonal rates shall be prorated. For usage representing fractional parts of a month, the base service

charge and all components of the commodity charge shall be prorated using a 30-day month. Except as otherwise provided in this Chapter 21.04, the rates and charges for water supplied shall be as follows:

1. Shoreline and Lake Forest Park residential. Except for Shoreline and Lake Forest Park master metered residential developments, the rates for metered water supplied to single-family and duplex residences in one month, or fractional part thereof, shall be based on a commodity charge and a base service charge, in accordance with the following schedules:

**Schedules WARSL and Schedule WARLF.** Schedules WARSL and WARLF are for all single-family and duplex residences except those billed on Schedules WARMSL and WARMLF.

### **Commodity Charge per 100 Cubic Feet**

	<b><u>Effective</u> January 1, 2020</b>	<b><u>Effective</u> January 1, 2022</b>	<b><u>Effective</u> January 1, 2023</b>	<b><u>Effective</u> January 1, 2024</b>	<b><u>Effective</u> January 1, 2025</b>	<b><u>Effective</u> January 1, 2026</b>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	<del>(((\$6.73</del>	<del>\$6.92))</del>	\$7.18	<u>\$7.18</u>	<u>\$7.22</u>	<u>\$7.25</u>
Next 1,300 cubic feet per residence	<del>(((\$8.32</del>	<del>\$8.56))</del>	\$8.88	<u>\$8.88</u>	<u>\$8.93</u>	<u>\$8.96</u>
All over 1,800 cubic feet per residence	<del>(((\$14.31</del>	<del>\$14.31))</del>	\$14.31	<u>\$14.31</u>	<u>\$14.31</u>	<u>\$14.31</u>
Winter (September 16th-May 15th)						
All usage	<del>(((\$6.55</del>	<del>\$6.74))</del>	\$6.99	<u>\$6.99</u>	<u>\$7.02</u>	<u>\$7.06</u>

### **Base Service Charge per Month**

<b>Meter Size</b>	<b><u>Effective</u> January 1, 2020</b>	<b><u>Effective</u> January 1, 2022</b>	<b><u>Effective</u> January 1, 2023</b>	<b><u>Effective</u> January 1, 2024</b>	<b><u>Effective</u> January 1, 2025</b>	<b><u>Effective</u> January 1, 2026</b>
3/4 inch and less	<del>(((\$22.40</del>	<del>\$23.05))</del>	\$23.75	<u>\$23.75</u>	<u>\$24.80</u>	<u>\$25.90</u>
1 inch	<del>(((\$23.05</del>	<del>\$23.75))</del>	\$24.50	<u>\$24.50</u>	<u>\$25.60</u>	<u>\$26.70</u>
1-1/2 inch	<del>(((\$35.60</del>	<del>\$36.65))</del>	\$37.80	<u>\$37.80</u>	<u>\$39.40</u>	<u>\$41.15</u>
2 inch	<del>(((\$39.40</del>	<del>\$40.55))</del>	\$41.85	<u>\$41.85</u>	<u>\$43.65</u>	<u>\$45.60</u>
3 inch	<del>(((\$145.90</del>	<del>\$150.25))</del>	\$155.00	<u>\$155.00</u>	<u>\$161.70</u>	<u>\$168.80</u>
4 inch and larger	<del>(((\$209.00</del>	<del>\$215.20))</del>	\$222.00	<u>\$222.00</u>	<u>\$231.65</u>	<u>\$241.00</u>

**Schedules WARMSL and WARMLF.** Schedules WARMSL and WARMLF are for single-family and duplex residences in which one or more persons require medical life support equipment that uses mechanical or artificial means to sustain, restore, or supplant a vital function, and which uses a disproportionate amount of water.

### Commodity Charge per 100 Cubic Feet

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	<del>(\$6.73</del>	<del>\$6.92))</del>	\$7.18	<u>\$7.18</u>	<u>\$7.22</u>	<u>\$7.25</u>
All over 500 cubic feet per residence	<del>(\$8.32</del>	<del>\$8.56))</del>	\$8.88	<u>\$8.88</u>	<u>\$8.93</u>	<u>\$8.96</u>
Winter (September 16th-May 15th)						
All usage	<del>(\$6.55</del>	<del>\$6.74))</del>	\$6.99	<u>\$6.99</u>	<u>\$7.02</u>	<u>\$7.06</u>

### Base Service Charge per Month

<b>Meter Size</b>	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
3/4 inch and less	<del>(\$22.40</del>	<del>\$23.05))</del>	\$23.75	<u>\$23.75</u>	<u>\$24.80</u>	<u>\$25.90</u>
1 inch	<del>(\$23.05</del>	<del>\$23.75))</del>	\$24.50	<u>\$24.50</u>	<u>\$25.60</u>	<u>\$26.70</u>
1-1/2 inch	<del>(\$35.60</del>	<del>\$36.65))</del>	\$37.80	<u>\$37.80</u>	<u>\$39.40</u>	<u>\$41.15</u>
2 inch	<del>(\$39.40</del>	<del>\$40.55))</del>	\$41.85	<u>\$41.85</u>	<u>\$43.65</u>	<u>\$45.60</u>
3 inch	<del>(\$145.90</del>	<del>\$150.25))</del>	\$155.00	<u>\$155.00</u>	<u>\$161.70</u>	<u>\$168.80</u>
4 inch and larger	<del>(\$209.00</del>	<del>\$215.20))</del>	\$222.00	<u>\$222.00</u>	<u>\$231.65</u>	<u>\$241.00</u>

## 2. Shoreline and Lake Forest Park master metered residential developments

a. The rates for residential developments with master meters of 1-1/2 inches or larger, which operate and maintain their own distribution systems on private property, (~~which~~) use water primarily to serve single-family, detached residences on at least two separate legal parcels, and (~~that~~) do not pay public utility taxes under chapter 82.16 RCW directly to the State of Washington, shall be based on a commodity

charge and a base service charge, in accordance with the following schedule:

**Commodity Charge per 100 Cubic Feet**

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	<del>(\$6.73</del>	<del>\$6.92)</del>	\$7.18	<u>\$7.18</u>	<u>\$7.22</u>	<u>\$7.25</u>
Next 1,300 cubic feet per residence	<del>(\$8.32</del>	<del>\$8.56)</del>	\$8.88	<u>\$8.88</u>	<u>\$8.93</u>	<u>\$8.96</u>
All over 1,800 cubic feet per residence	<del>(\$14.31</del>	<del>\$14.31)</del>	\$14.31	<u>\$14.31</u>	<u>\$14.31</u>	<u>\$14.31</u>
Winter (September 16th-May 15th)						
All usage	<del>(\$6.55</del>	<del>\$6.74)</del>	\$6.99	<u>\$6.99</u>	<u>\$7.02</u>	<u>\$7.06</u>

**Base Service Charge per Month**

<b>Meter Size</b>	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
1-1/2 inch	<del>(\$35.60</del>	<del>\$36.65)</del>	\$37.80	<u>\$37.80</u>	<u>\$39.40</u>	<u>\$41.15</u>
2 inch	<del>(\$39.40</del>	<del>\$40.55)</del>	\$41.85	<u>\$41.85</u>	<u>\$43.65</u>	<u>\$45.60</u>
3 inch	<del>(\$145.90</del>	<del>\$150.25)</del>	\$155.00	<u>\$155.00</u>	<u>\$161.70</u>	<u>\$168.80</u>
4 inch	<del>(\$209.00</del>	<del>\$215.20)</del>	\$222.00	<u>\$222.00</u>	<u>\$231.65</u>	<u>\$241.00</u>
6 inch	<del>(\$257.00</del>	<del>\$264.00)</del>	\$273.00	<u>\$273.00</u>	<u>\$285.00</u>	<u>\$297.00</u>
8 inch	<del>(\$303.00</del>	<del>\$312.00)</del>	\$321.00	<u>\$321.00</u>	<u>\$336.00</u>	<u>\$350.00</u>
10 inch	<del>(\$370.00</del>	<del>\$381.00)</del>	\$393.00	<u>\$393.00</u>	<u>\$410.00</u>	<u>\$428.00</u>
12 inch	<del>(\$500.00</del>	<del>\$514.00)</del>	\$530.00	<u>\$530.00</u>	<u>\$553.00</u>	<u>\$578.00</u>
16 inch	<del>(\$579.00</del>	<del>\$578.00)</del>	\$595.00	<u>\$595.00</u>	<u>\$621.00</u>	<u>\$649.00</u>
20 inch	<del>(\$745.00</del>	<del>\$745.00)</del>	\$745.00	<u>\$745.00</u>	<u>\$745.00</u>	<u>\$745.00</u>
24 inch	<del>(\$935.00</del>	<del>\$935.00)</del>	\$935.00	<u>\$935.00</u>	<u>\$935.00</u>	<u>\$935.00</u>

b. The rates for residential developments with master meters of 1-1/2 inches or larger, which operate and maintain their own distribution systems on private property, (~~which~~) use water primarily to serve single-family, detached residences on at least two separate legal parcels, and (~~that~~) do pay public utility taxes under chapter 82.16 RCW directly to the State of Washington, shall be based on a commodity charge and a base

service charge, in accordance with the following schedule:

### Commodity Charge per 100 Cubic Feet

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
First 500 cubic feet per residence	<del>(((\$6.30</del>	<del>\$6.48))</del>	\$6.72	<u>\$6.72</u>	<u>\$6.75</u>	<u>\$6.79</u>
Next 1,300 cubic feet per residence	<del>(((\$7.79</del>	<del>\$8.01))</del>	\$8.31	<u>\$8.31</u>	<u>\$8.35</u>	<u>\$8.39</u>
All over 1,800 cubic feet per residence	<del>(((\$13.39</del>	<del>\$13.39))</del>	\$13.39	<u>\$13.39</u>	<u>\$13.39</u>	<u>\$13.39</u>
Winter (September 16th-May 15th)						
All usage	<del>(((\$6.13</del>	<del>\$6.31))</del>	\$6.54	<u>\$6.54</u>	<u>\$6.57</u>	<u>\$6.61</u>

### Base Service Charge per Month

Meter Size	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
1-1/2 inch	<del>(((\$33.30</del>	<del>\$34.30))</del>	\$35.40	<u>\$35.40</u>	<u>\$36.90</u>	<u>\$38.55</u>
2 inch	<del>(((\$36.85</del>	<del>\$37.95))</del>	\$39.15	<u>\$39.15</u>	<u>\$40.85</u>	<u>\$42.70</u>
3 inch	<del>(((\$136.55</del>	<del>\$140.60))</del>	\$145.05	<u>\$145.05</u>	<u>\$151.35</u>	<u>\$158.00</u>
4 inch	<del>(((\$195.60</del>	<del>\$201.40))</del>	\$207.75	<u>\$207.75</u>	<u>\$216.80</u>	<u>\$225.85</u>
6 inch	<del>(((\$241.00</del>	<del>\$247.10))</del>	\$255.50	<u>\$255.50</u>	<u>\$267.00</u>	<u>\$278.00</u>
8 inch	<del>(((\$284.00</del>	<del>\$292.00))</del>	\$300.00	<u>\$300.00</u>	<u>\$314.00</u>	<u>\$328.00</u>
10 inch	<del>(((\$346.00</del>	<del>\$357.00))</del>	\$368.00	<u>\$368.00</u>	<u>\$384.00</u>	<u>\$401.00</u>
12 inch	<del>(((\$468.00</del>	<del>\$481.00))</del>	\$496.00	<u>\$496.00</u>	<u>\$518.00</u>	<u>\$541.00</u>
16 inch	<del>(((\$542.00</del>	<del>\$541.00))</del>	\$557.00	<u>\$557.00</u>	<u>\$581.00</u>	<u>\$607.00</u>
20 inch	<del>(((\$697.00</del>	<del>\$697.00))</del>	\$697.00	<u>\$697.00</u>	<u>\$697.00</u>	<u>\$697.00</u>
24 inch	<del>(((\$875.00</del>	<del>\$875.00))</del>	\$875.00	<u>\$875.00</u>	<u>\$875.00</u>	<u>\$875.00</u>

3. Shoreline and Lake Forest Park general service. The rates for metered water supplied to premises other than single-family, duplex residences, and master-metered residential developments within the cities of Shoreline and Lake Forest Park in one month, or fractional part thereof, shall be based on a commodity charge, and a base service charge in accordance with the following schedule:

**Commodity Charge per 100 Cubic Feet**

	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)						
All usage	(((\$8.32	\$8.50))	\$8.82	\$9.10	\$9.22	\$9.34
Winter (September 16th-May 15th)						
All usage	(((\$6.55	\$6.69))	\$6.94	\$7.16	\$7.25	\$7.35

**Base Service Charge per Month**

<b>Meter Size</b>	<u>Effective</u> <u>January 1,</u> <u>2020</u>	<u>Effective</u> <u>January 1,</u> <u>2022</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
3/4 inch and less	(((\$22.40	\$22.85))	\$23.70	\$26.55	\$28.50	\$30.55
1 inch	(((\$23.05	\$23.60))	\$24.45	\$27.40	\$29.40	\$31.55
1-1/2 inch	(((\$35.60	\$36.30))	\$37.70	\$42.20	\$45.30	\$48.55
2 inch	(((\$39.40	\$40.25))	\$41.70	\$46.75	\$50.20	\$53.80
3 inch	(((\$145.90	\$149.05))	\$154.55	\$173.45	\$185.55	\$198.90
4 inch	(((\$209.00	\$213.50))	\$221.45	\$248.60	\$265.60	\$285.00
6 inch	(((\$257.00	\$263.00))	\$273.00	\$306.00	\$327.00	\$352.00
8 inch	(((\$303.00	\$309.00))	\$320.00	\$359.00	\$386.00	\$414.00
10 inch	(((\$370.00	\$378.00))	\$392.00	\$439.00	\$472.00	\$506.00
12 inch	(((\$500.00	\$511.00))	\$529.00	\$593.00	\$637.00	\$682.00
16 inch	(((\$579.00	\$578.00))	\$594.00	\$666.00	\$714.00	\$765.00
20 inch	(((\$745.00	\$745.00))	\$745.00	\$760.00	\$815.00	\$874.00
24 inch	(((\$935.00	\$935.00))	\$935.00	\$935.00	\$935.00	\$993.00

4. Shoreline and Lake Forest Park metered fire services. The rates for metered water services supplied for fire protection purposes exclusively, including a monthly allowance for test water and water used to extinguish fires, shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

**Service Charge per Month**

<b>Service Size</b>	<b>Effective January 1, 2020</b>
2 inch and less	\$22.00
3 inch	\$28.00

4 inch	\$52.00
6 inch	\$89.00
8 inch	\$139.00
10 inch	\$201.00
12 inch	\$293.00

For each 100 cubic feet of water consumption in excess of the monthly allowance described below, the charge shall be an additional \$24.30.

Service Size	Monthly Allowance
2 inch and less	100 cubic feet
3 inch	500 cubic feet
4 inch	500 cubic feet
6 inch	500 cubic feet
8 inch	1,000 cubic feet
10 inch	1,000 cubic feet
12 inch	1,000 cubic feet

5. Burien residential. Except for Burien master metered residential developments, the rates for metered water supplied to single-family and duplex residences in one month, or fractional part thereof, shall be based on a commodity charge and a base service charge, in accordance with the following schedules:

**Schedule WBUR.** Schedule WBUR is for all single-family and duplex residences except those billed on Schedule WBURL.

#### Commodity Charge per 100 Cubic Feet

	<u>Effective</u> <u>January 1,</u> <u>2022))</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)					
First 500 cubic feet per residence	<u>(((\$7.08))</u>	\$7.53	<u>\$7.34</u>	<u>\$7.37</u>	<u>\$7.41</u>
Next 1,300 cubic feet per residence	<u>(((\$8.75))</u>	\$9.26	<u>\$9.07</u>	<u>\$9.12</u>	<u>\$9.16</u>
All over 1,800 cubic feet per residence	<u>(((\$14.62))</u>	\$14.62	<u>\$14.62</u>	<u>\$14.62</u>	<u>\$14.62</u>
Winter (September 16th-May 15th)					
All usage	<u>(((\$6.89))</u>	\$7.33	<u>\$7.14</u>	<u>\$7.17</u>	<u>\$7.21</u>

**Base Service Charge per Month**

Meter Size	<del>((Effective January 1, 2022))</del>	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
3/4 inch and less	<del>(((\$23.55))</del>	\$24.85	\$24.30	\$25.35	\$26.45
1 inch	<del>(((\$24.30))</del>	\$25.60	\$25.05	\$26.15	\$27.25
1-1/2 inch	<del>(((\$37.40))</del>	\$39.15	\$38.60	\$40.25	\$42.05
2 inch	<del>(((\$41.45))</del>	\$43.30	\$42.75	\$44.60	\$46.60
3 inch	<del>(((\$153.55))</del>	\$159.35	\$158.35	\$165.25	\$172.50
4 inch and larger	<del>(((\$219.90))</del>	\$227.80	\$226.80	\$236.65	\$247.00

**Schedule WBURL.** Schedule WBURL is for single-family and duplex residences in which one or more persons require medical life support equipment (~~((which))~~) that uses mechanical or artificial means to sustain, restore or supplant a vital function, and which uses a disproportionate amount of water.

**Commodity Charge per 100 Cubic Feet**

	<del>((Effective January 1, 2022))</del>	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Summer (May 16th-September 15th)					
First 500 cubic feet per residence	<del>(((\$7.08))</del>	\$7.53	\$7.34	\$7.37	\$7.41
Next 1,300 cubic feet per residence	<del>(((\$8.75))</del>	\$9.26	\$9.07	\$9.12	\$9.16
Winter (September 16th-May 15th)					
All usage	<del>(((\$6.89))</del>	\$7.33	\$7.14	\$7.17	\$7.21

**Base Service Charge (~~((Per))~~ per Month**

Meter Size	<del>((Effective January 1, 2022))</del>	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
3/4 inch and less	<del>(((\$23.55))</del>	\$24.85	\$24.30	\$25.35	\$26.45
1 inch	<del>(((\$24.30))</del>	\$25.60	\$25.05	\$26.15	\$27.25
1-1/2 inch	<del>(((\$37.40))</del>	\$39.15	\$38.60	\$40.25	\$42.05
2 inch	<del>(((\$41.45))</del>	\$43.30	\$42.75	\$44.60	\$46.60
3 inch	<del>(((\$153.55))</del>	\$159.35	\$158.35	\$165.25	\$172.50
4 inch and larger	<del>(((\$219.90))</del>	\$227.80	\$226.80	\$236.65	\$247.00



6. Burien master metered residential developments. The rates for residential developments with master meters of 1-1/2 inches or larger, which operate and maintain their own distribution systems on private property and which use water primarily to serve single-family, detached residences on at least two separate legal parcels, shall be based on a commodity charge and a base service charge, in accordance with the following schedule:

#### Commodity Charge per 100 Cubic Feet

	<u>Effective</u> <u>January 1,</u> <u>2022))</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
Summer (May 16th-September 15th)					
First 500 cubic feet per residence	<u>(((\$7.08))</u>	\$7.53	<u>\$7.34</u>	<u>\$7.37</u>	<u>\$7.41</u>
Next 1,300 cubic feet per residence	<u>(((\$8.75))</u>	\$9.26	<u>\$9.07</u>	<u>\$9.12</u>	<u>\$9.16</u>
All over 1,800 cubic feet per residence	<u>(((\$14.62))</u>	\$14.62	<u>\$14.62</u>	<u>\$14.62</u>	<u>\$14.62</u>
Winter (September 16th-May 15th)					
All usage	<u>(((\$6.89))</u>	\$7.33	<u>\$7.14</u>	<u>\$7.17</u>	<u>\$7.21</u>

#### Base Service Charge per Month

<b>Meter Size</b>	<u>Effective</u> <u>January 1,</u> <u>2022))</u>	<u>Effective</u> <u>January 1,</u> <u>2023</u>	<u>Effective</u> <u>January 1,</u> <u>2024</u>	<u>Effective</u> <u>January 1,</u> <u>2025</u>	<u>Effective</u> <u>January 1,</u> <u>2026</u>
1-1/2 inch	<u>(((\$37.40))</u>	\$39.15	<u>\$38.60</u>	<u>\$40.25</u>	<u>\$42.05</u>
2 inch	<u>(((\$41.45))</u>	\$43.30	<u>\$42.75</u>	<u>\$44.60</u>	<u>\$46.60</u>
3 inch	<u>(((\$153.55))</u>	\$159.35	<u>\$158.35</u>	<u>\$165.25</u>	<u>\$172.50</u>
4 inch	<u>(((\$219.90))</u>	\$227.80	<u>\$226.80</u>	<u>\$236.65</u>	<u>\$247.00</u>
6 inch	<u>(((\$270.00))</u>	\$280.00	<u>\$279.00</u>	<u>\$291.00</u>	<u>\$304.00</u>
8 inch	<u>(((\$318.00))</u>	\$329.00	<u>\$328.00</u>	<u>\$343.00</u>	<u>\$358.00</u>
10 inch	<u>(((\$389.00))</u>	\$402.00	<u>\$401.00</u>	<u>\$419.00</u>	<u>\$437.00</u>
12 inch	<u>(((\$525.00))</u>	\$543.00	<u>\$542.00</u>	<u>\$565.00</u>	<u>\$591.00</u>
16 inch	<u>(((\$591.00))</u>	\$609.00	<u>\$608.00</u>	<u>\$634.00</u>	<u>\$663.00</u>
20 inch	<u>(((\$761.00))</u>	\$762.00	<u>\$761.00</u>	<u>\$761.00</u>	<u>\$761.00</u>
24 inch	<u>(((\$955.00))</u>	\$956.00	<u>\$955.00</u>	<u>\$955.00</u>	<u>\$955.00</u>

7. Burien general service. The rates for metered water supplied to premises other than single-family, duplex residences, and master-metered residential developments within the city of Burien in one month, or fractional

part thereof, shall be based on a commodity charge, and a base service charge in accordance with the following schedule:

### **Commodity Charge per 100 Cubic Feet**

	<b><u>((Effective January 1, 2022))</u></b>	<b><u>Effective January 1, 2023</u></b>	<b><u>Effective January 1, 2024</u></b>	<b><u>Effective January 1, 2025</u></b>	<b><u>Effective January 1, 2026</u></b>
Summer (May 16th-September 15th)					
All usage	<del>(((\$8.69))</del>	\$9.21	<u>\$9.29</u>	<u>\$9.42</u>	<u>\$9.54</u>
Winter (September 16th-May 15th)					
All usage	<del>(((\$6.84))</del>	\$7.29	<u>\$7.31</u>	<u>\$7.41</u>	<u>\$7.51</u>

### **Base Service Charge per Month**

<b>Meter Size</b>	<b><u>((Effective January 1, 2022))</u></b>	<b><u>Effective January 1, 2023</u></b>	<b><u>Effective January 1, 2024</u></b>	<b><u>Effective January 1, 2025</u></b>	<b><u>Effective January 1, 2026</u></b>
3/4 inch and less	<del>(((\$23.35))</del>	\$24.85	<u>\$27.15</u>	<u>\$29.10</u>	<u>\$31.25</u>
1 inch	<del>(((\$24.10))</del>	\$25.55	<u>\$28.00</u>	<u>\$30.05</u>	<u>\$32.20</u>
1-1/2 inch	<del>(((\$37.10))</del>	\$39.15	<u>\$43.10</u>	<u>\$46.30</u>	<u>\$49.65</u>
2 inch	<del>(((\$41.15))</del>	\$43.25	<u>\$47.75</u>	<u>\$51.30</u>	<u>\$54.95</u>
3 inch	<del>(((\$152.30))</del>	\$162.95	<u>\$177.20</u>	<u>\$189.60</u>	<u>\$203.20</u>
4 inch	<del>(((\$218.15))</del>	\$231.25	<u>\$254.00</u>	<u>\$271.35</u>	<u>\$291.20</u>
6 inch	<del>(((\$269.00))</del>	\$284.00	<u>\$312.00</u>	<u>\$335.00</u>	<u>\$359.00</u>
8 inch	<del>(((\$316.00))</del>	\$332.00	<u>\$367.00</u>	<u>\$394.00</u>	<u>\$423.00</u>
10 inch	<del>(((\$387.00))</del>	\$405.00	<u>\$449.00</u>	<u>\$482.00</u>	<u>\$517.00</u>
12 inch	<del>(((\$522.00))</del>	\$545.00	<u>\$606.00</u>	<u>\$651.00</u>	<u>\$696.00</u>
16 inch	<del>(((\$591.00))</del>	\$612.00	<u>\$680.00</u>	<u>\$730.00</u>	<u>\$782.00</u>
20 inch	<del>(((\$761.00))</del>	\$766.00	<u>\$777.00</u>	<u>\$833.00</u>	<u>\$893.00</u>
24 inch	<del>(((\$955.00))</del>	\$960.00	<u>\$955.00</u>	<u>\$955.00</u>	<u>\$1,015.00</u>

8. Burien fire hydrants. The rates for fire hydrants, including test water and water used to extinguish fires, shall be deemed service charges and shall be for any one year, or fractional part thereof, as follows:

<b>Hydrant Type</b>	<b><u>((Effective January 1, 2022))</u></b>	<b><u>Effective January 1, 2023</u></b>	<b><u>Effective January 1, 2024</u></b>	<b><u>Effective January 1, 2025</u></b>	<b><u>Effective January 1, 2026</u></b>
Hydrants on 4 inch or smaller mains	<del>(((\$547.78))</del>	\$567.06	<u>\$574.09</u>	<u>\$592.68</u>	<u>\$605.09</u>

Hydrants on 6 inch or larger mains	(((\$729.22))	\$754.90	\$764.27	\$789.01	\$805.53
------------------------------------	---------------	----------	----------	----------	----------

9. Burien metered fire services. The rates for metered water services supplied for fire protection purposes exclusively, including a monthly allowance for test water and water used to extinguish fires, shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

**Service Charge per Month**

Service Size	Effective January 1, 2022
2 inch and less	\$22.00
3 inch	\$29.00
4 inch	\$53.00
6 inch	\$90.00
8 inch	\$143.00
10 inch	\$206.00
12 inch	\$300.00

For each 100 cubic feet of water consumption in excess of the monthly allowance described below, the charge shall be an additional \$24.80.

Service Size	Monthly Allowance
2 inch and less	100 cubic feet
3 inch	500 cubic feet
4 inch	500 cubic feet
6 inch	500 cubic feet
8 inch	1,000 cubic feet
10 inch	1,000 cubic feet
12 inch	1,000 cubic feet

10. Mercer Island general service. The rates for metered water supplied to premises other than single-family, duplex residences, and master-metered residential developments within the city of Mercer Island in one month, or fractional part thereof, shall be based on a commodity charge, and a base service charge in accordance with the following schedule:

**Commodity Charge per 100 Cubic Feet**

	<del>((Effective January 1, 2022))</del>	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Summer (May 16th-September 15th)					
All usage	<del>(((\$8.44))</del>	\$8.75	<u>\$9.03</u>	<u>\$9.15</u>	<u>\$9.27</u>
Winter (September 16th-May 15th)					
All usage	<del>(((\$6.64))</del>	\$6.89	<u>\$7.10</u>	<u>\$7.20</u>	<u>\$7.30</u>

**Base Service Charge per Month**

Meter Size	<del>((Effective January 1, 2022))</del>	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
8 inch	<del>(((\$307.00))</del>	\$318.00	<u>\$356.00</u>	<u>\$383.00</u>	<u>\$410.00</u>
10 inch	<del>(((\$376.00))</del>	\$389.00	<u>\$436.00</u>	<u>\$468.00</u>	<u>\$502.00</u>

Section 3. Subsection 21.76.040.A of the Seattle Municipal Code, which section was last amended by Ordinance 126690, is amended as follows:

**21.76.040 Rate discounts**

A. Drainage, wastewater, and water. Certified customers will receive rate discounts (or credits) in the following amounts:

1. Wastewater. Certified customers billed directly for Seattle Public Utilities wastewater services will receive a rate discount equal to 0.5 times the total current wastewater volume charge.

At the time of a change to the wastewater volume charge described in Section 21.28.040, the Director of Seattle Public Utilities shall calculate new credits for certified customers who pay for wastewater services indirectly through rent. The rate credit for single-family and duplex customers shall be 0.5 times the wastewater volume charge multiplied by 430 cubic feet (4.3 CCF), which is typical single-family residential sewer billed consumption. The rate credit for multifamily dwelling customers shall be 0.5 times the wastewater volume charge multiplied by 3.0 CCF, which is typical multifamily sewer billed consumption.

2. Drainage. Certified customers residing inside ~~((The City of))~~ Seattle shall receive the

following rate credits for drainage services based on dwelling type:

<b>Single-Family</b>	One-half of one-twelfth of the annual drainage rate for small residential parcels 5,000-7,999 square feet as described in subsection 21.33.030.D
<b>Duplex</b>	50% of the single-family rate credit
<b><del>((Multi-Family))</del> Multifamily</b>	10.7% of the single-family rate credit

3. Water. Certified customers billed directly for Seattle Public Utilities water services shall receive a rate discount equal to 0.5 times the total current commodity and base service charges. Certified customers who pay for water services indirectly through their rent shall receive the following rate credits based on dwelling type and consistent with Section 21.76.050:

Effective date	Single-family and duplex dwellings	Multifamily dwellings
<del>((January 1, 2020</del>	<del>\$22.85 per month</del>	<del>\$12.50 per month))</del>
<del>((January 1, 2022</del>	<del>\$23.52 per month</del>	<del>\$12.78 per month))</del>
January 1, 2023	\$24.33 per month	\$13.25 per month
January 1, 2024	\$24.33 per month	\$13.73 per month
January 1, 2025	\$24.83 per month	\$13.96 per month
January 1, 2026	\$25.36 per month	\$14.19 per month

\* \* \*

Section 4. Prior ordinances of the City setting rates and charges for water services of Seattle Public Utilities shall continue in effect with respect to obligations incurred for water services rendered before the effective date of this ordinance, unless and until such prior ordinances expire of their own terms or are superseded.

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

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

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Public Utilities	Paul Hanna	Akshay Iyengar

*\* 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 rates and charges for water services of Seattle Public Utilities; revising water rates and charges, and credits to low-income customers; and amending Sections 21.04.430, 21.04.440, and 21.76.040 of the Seattle Municipal Code.

#### **Summary and Background of the Legislation:**

This ordinance would revise retail water rates for residential, general service, and public fire customers and adjust low-income assistance credits for water customers. It would adjust rates to meet policy targets and fund spending decisions. This legislation proposes three years of rate increases and assistance credit updates.

In April 2021, the City Council adopted Resolution 32000, which approved SPU's 2021-2026 Strategic Business Plan (SBP). As part of the SBP, SPU estimates the rate path for each line of business and follows up with legislation to adopt rates. This legislation formally adopts the Water Fund rates. The rates proposed in this legislation compared to those in the adopted SBP are depicted below.

#### **Retail Rate Adjustment Summary**

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>AVG</b>
SBP RATE PATH	0.0%	2.7%	4.7%	3.6%	4.2%	5.5%	3.4%
<b>RATE STUDY PROPOSAL</b>	<b>0.0%</b>	<b>2.6%</b>	<b>3.6%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>

The rate study proposal is lower for 2024-26 and the 6-year average than the SBP estimated rate path because of updates to a variety of items, but particularly a better starting financial position due to a reduced debt burden. This proposal meets all financial targets and maintains the Water Rate Stabilization Fund at the current level.

### **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

Appropriation change (\$):	General Fund \$		Other \$	
	2023	2024	2023	2024
	\$0	\$0	\$0	\$0
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2023	2024	2023	2024
	\$0	\$0	\$0	\$4,370,745
Positions affected:	No. of Positions		Total FTE Change	
	2023	2024	2023	2024
	\$0	\$0	\$0	\$0

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

The proposed rate revisions would change rates in 2024, 2025, and 2026. The increase to SPU revenue, in addition to the above, is \$4,844,424 in 2025, and \$5,023,516 in 2026.

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

The Water Fund would not receive sufficient revenue to meet policy goals. In addition, in May 2021, Moody's upgraded the Water Fund bond rating to 'Aaa.' Not implementing this legislation could result in that upgrade being revoked. Revoking the Aaa rating, or other rating downgrades, would increase the cost of borrowing.

#### 3.b. Revenues/Reimbursements

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

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

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
43000 – Water Fund	SPU	Water Sales	\$0	\$4,370,745
<b>TOTAL</b>				

**Revenue/Reimbursement Notes:**

This legislation is part of ongoing revenue updates. This legislation is part of the process for reviewing and updating retail water rates. This legislation proposes three years of increases, and the next proposal is planned in three years.



#### 4. OTHER IMPLICATIONS

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

Several City departments incur water costs. Water fees for these departments will increase commensurate with the rate increases proposed in this legislation. The impacted departments include: Seattle Center, the City Budget Office, Seattle City Light, Department of Neighborhoods, Seattle Department of Transportation, Seattle Fire Department, Department of Finance and Administrative Services, Department of Parks and Recreation, Seattle Police Department, Seattle Public Utilities, and Seattle Public Library.

In addition, the City's General Fund receives a bill for public fire service, which is sometimes called 'hydrant' service. This bill will increase from \$11,967,355 in 2023 to \$12,148,349 in 2024, and estimates of \$12,541,576 in 2025, and \$12,804,200 in 2026.

**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?**

This legislation impacts all residential and general service water customers and will increase the cost of living for residents and increase operating expenses for businesses in the retail service area. Cost of living increases disproportionately affect low-income residents. This legislation also adjusts low-income credits for residents that are not direct customers of SPU and pay utilities through rent. These customers will continue to receive an 50% credit.

SPU does extensive outreach for the Strategic Business Plan, which includes higher rate increases. SBP outreach includes a significant Ethnic Media component with in-language advertising targeting Spanish, Chinese, Korean, and Somali speakers.

**f. Climate Change Implications**

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

No.

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

No.

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

N/A

**Summary Attachments:**

Summary Exhibit A - 2024-2026 Water Rate Study

EXHIBIT A



**Seattle Public Utilities  
2024-2026 Water Rate Study**

## Table of Contents

<b>Preface – Strategic Business Plan Comparison.....</b>	<b>4</b>
<b>1. Executive Summary .....</b>	<b>5</b>
<b>2. Financial Policy Overview.....</b>	<b>9</b>
<b>3. Retail Water Revenue Target .....</b>	<b>11</b>
3.1. Operations and Maintenance Expense (O&M) .....	13
3.2. Capital Financing Expense .....	13
3.2.1. Cash Financing (Target Only) .....	14
3.2.2. Debt Service.....	15
3.3. Other Financial Policy Requirements .....	15
3.4. Other Funding Sources .....	16
3.4.1. Wholesale Revenues .....	16
3.4.2. Non-rate Revenues .....	16
3.4.3. Revenue Stabilization Fund Withdrawals.....	17
3.5. Effect of Demand .....	17
3.6. Effect of Changes in the Utility Discount Program .....	20
<b>4. Cost Allocation.....</b>	<b>21</b>
4.1. Overview – Cost Categories.....	22
4.2. Framework for Allocation of Retail Expense to Cost Categories (Phase I) .....	23
4.3. Retail Customer Classes and Characteristics (Phase II) .....	23
4.4. Cost of Service and Revenue Target by Customer Class (Phase II).....	24
<b>5. Rate Design.....</b>	<b>26</b>
5.1. Rate Design Overview.....	26
5.1.1. Retail Water Rate Structure .....	27
5.1.2. Rate Objectives.....	28
5.2. Residential Rate Design .....	28
5.2.1. Residential Rate Structure.....	29
5.2.2. Residential Increase.....	30
5.2.3. Residential Sub-Classes .....	30
5.2.4. Utility Discount Program .....	32
5.3. General Service Rate Design.....	33
5.3.1. General Service Rate Structure .....	34
5.3.2. General Service Increase .....	34
5.3.3. General Service Sub-Classes .....	35
5.4. Private Fire Rate Design.....	36
5.5. Public Fire Rate Design (Hydrants) .....	36
5.5.1. Rate Structure.....	37
5.5.2. Public Fire Rate Increase .....	37

**Appendix A: Cost Allocation Details .....38**

A1.1. Cost Allocation Context ..... 39

A1.2. Step One: Water System Expense Allocation ..... 39

A1.3. Step Two: Allocation of Retail Expense to Allocation Categories..... 40

A1.4. Step Three: Allocation of Expense by Allocation Category to Cost Component Categories..... 41

A1.5. Calculation of Equivalent Meters Allocator..... 42

A1.6. Allocation of Reservoirs to Public Fire..... 44

A1.7. Calculation of Watermains Allocator..... 45

**Appendix B: Informational Tables .....47**

B1.1. Residential Rate History ..... 47

B1.2. General Service Rate History ..... 51

B1.3. Wholesale Rate History ..... 56

B1.4. Private Fire Rate History ..... 57

B1.5. Public Fire Rate History ..... 59

B1.6. Average Effective System Rate Increase History ..... 60

B1.7. Historical Financial Performance..... 61

B1.8. Actual Operations Expenditures..... 62

**Appendix C: Proposed Rates .....63**

PREFACE – STRATEGIC BUSINESS PLAN COMPARISON

Seattle City Council Resolution 32000, passed May 10, 2021, adopted a six-year Strategic Business Plan (SBP) for Seattle Public Utilities (SPU) which guides utility investments, service levels, and rate paths through 2026. While not a formal rate package, the SBP does give guidance and create accountability for the rate setting process. **Table P-1** compares the overall retail water increases for 2024-2026 proposed as part of this legislation with those in the SBP.

Table P-1  
Comparison of Proposed and Adopted Retail Water Rates

	2024	2025	2026
Adopted Strategic Business Plan Update	3.6%	4.2%	5.5%
Proposed Water Rate Study	2.0%	2.0%	2.0%

The primary reason rates are lower than projected in the SBP is lower spending. In the first three years of the SBP, O&M underspent by a cumulative \$57 million (including projected 2023 underspending). The capital program also underspent \$81 million cumulatively from 2021-2023. Lower capital spending reduced the need to borrow, lowering the Fund’s debt burden. Additionally, the Fund was able to refund approximately \$50 million, and optimize another \$100 million, of existing higher-interest debt and refinance at lower rates. In the rate period, savings from refinancing are approximately \$1.5 million per year. All these savings allow rates from 2024-2026 to be lower than projected in the SBP.

## 1. EXECUTIVE SUMMARY

---

The water system is financed through an enterprise fund of the City of Seattle that is wholly supported by rate and fee revenues related to water service. In any given year, these rates and fees must be sufficient to pay the total costs of the water system and meet financial targets. This total cost is known as the **water system revenue requirement**. Most of the water system's revenues are from direct service ("rates") revenues from wholesale and retail customers. Wholesale contracts determine the amount SPU charges for wholesale service in a given year. Thus, retail water rates and other revenues are the "balancing entries" that generate the difference between each year's total water system revenue requirement and wholesale revenues. In this proposal, retail rates are targeted to generate more revenue than the minimum requirement. The revenue generated by these increases is known as the **retail revenue target**.

This study focuses on proposed retail water rates. **Chapter 1** provides an overview of proposed changes to the revenue target and their drivers, bill impacts, and projected financial performance. **Chapter 2** gives an overview of financial policy targets resulting from the development of the revenue target. **Chapter 3** provides additional detail on the various components of the proposed revenue targets, including a discussion of demand and the low-income rate assistance program. **Chapter 4** discusses how the proposed revenue target is allocated between different customer classes. **Chapter 5** presents proposed rates by customer class, as well as an overview of the rate design, or rate structure, for each class. The **Appendices** present additional supporting data.

The proposed retail rates support increases to the retail rate revenue target of \$2.8 million in 2024, \$7.6 million in 2025, and \$5.0 million in 2026, for a combined \$15.4 million over the three-year period. **Table 1-1** presents the change in the retail revenue target and the monthly impact of proposed rate increases on typical residential customers and a sampling of general service customers. The proposed rates will affect customer bills to varying degrees depending on the volume of water used.

**Table 1-1**  
**Proposed Water System Revenue Targets and Bill Impacts**

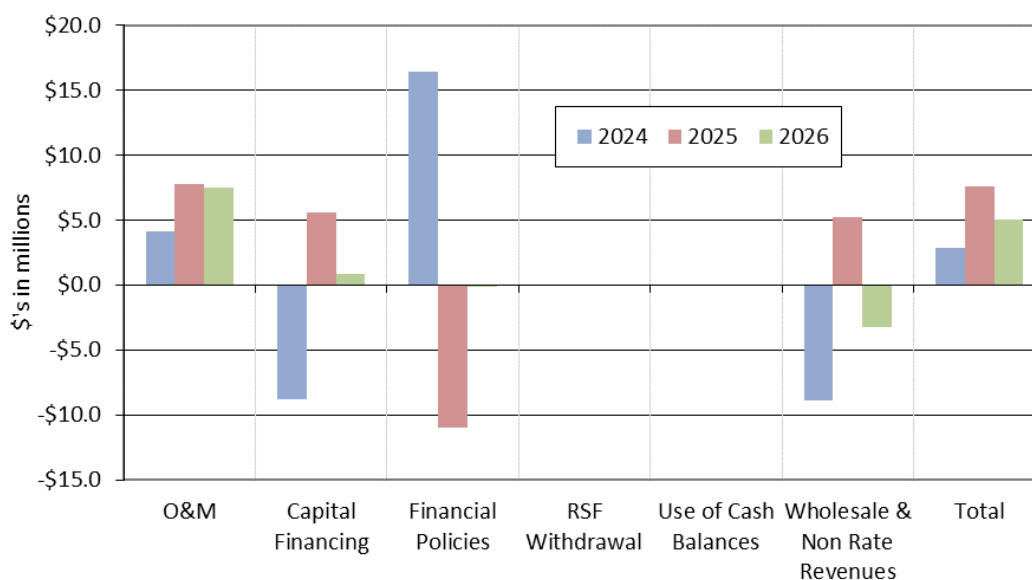
2023*		2024		2025		2026	
		Proposed	Change from 2023	Proposed	Change from 2024	Proposed	Change from 2025
<b>Retail Revenue Target</b>	\$230,692,928	\$233,515,458	\$2,822,530	\$241,074,052	\$7,558,594	\$246,122,210	\$5,048,157
<b>Typical Monthly Water Bills</b>							
Residential	\$48.66	\$48.66	\$0.00	\$49.66	\$1.00	\$50.71	\$1.05
Convenience Store	\$113.70	\$119.10	\$5.40	\$122.05	\$2.95	\$125.10	\$3.05
Small Office Building	\$362	\$377	\$14	\$384	\$7	\$392	\$8
Apartment Bldg (90 units)	\$1,368	\$1,423	\$55	\$1,450	\$27	\$1,478	\$28
Medium Hotel	\$8,504	\$8,792	\$288	\$8,925	\$133	\$9,060	\$135
Large Industrial	\$20,538	\$21,209	\$671	\$21,513	\$304	\$21,818	\$305

\* 2023 assumptions used in the 2022-2023 rate study  
Calculations may not total due to rounding

The overall water system expenditure is expected to increase \$22.4 million between 2023 (the final year of the most recent rate study) and 2026. Proposed O&M spending increases of \$19.4 million account for most of the spending increase. Financial policy targets, primarily rate smoothing for Strategic Business Plan purposes, add an additional \$5.3 million which will be used to finance the capital program above minimum targets. Offsetting O&M and financial policy increases are reduced capital program spending requirements. Required capital spending decreases \$2.3 million through the rate study. Debt service is the primary driver of the reduced capital requirement.

Retail rate revenue target changes are comprised of multiple drivers. **Figure 1-1** breaks down the change in each retail revenue driver by year. The drivers of a new rate are based on the change in each underlying assumption used to create the previous rate. Therefore, assumptions for 2024 are compared to assumptions used for 2023 rates in the 2022-2023 rate study, 2025 assumptions are compared to 2024, and so on. See Chapter 3 for more detail.

**Figure 1-1**  
**Change in Water Fund Retail Revenue Target Drivers by Year**





The following section provides further description of the drivers presented in Figure 1-1. See Chapter 3 for further detail.

### **O&M (and Taxes)**

Branch O&M has increased \$3.4 million between the 2023 rate study and 2024 due to updated growth assumptions in labor costs, city central costs, and investments identified in the SBP. Taxes increased \$0.7 million from the 2023 rate study amount.

### **Capital Financing**

Figure 1-1 shows the combined impact of *cash* and *debt financing* of the capital program on the revenue target for 2024-2026. Capital financing is significantly less in 2024 than planned in the 2023 rate study due to debt service savings related to reduced capital spending and borrowing in the prior rate period and bond defeasances in 2021 and 2022. Cash financing of the increased capital program in 2024 partially offsets the decreased debt service.

### **Financial Policies**

The Water Fund has four primary financial targets. Typically, rates are set to just meet all financial policies in each year. For this rate study, however, rates are set to smooth rate increases over the study period as part of the overall Strategic Business Plan rate path. As a result, additional revenue is generated each year which is then used to increase the financing of the capital program. There is no binding financial policy in any year of the rate study. See Chapter 2 for more detail on binding policy targets.

### **Revenue Stabilization Fund (RSF) Withdrawal**

In this rate study, SPU is not proposing any withdrawals. Withdrawals from the RSF can be used to increase cash contributions to CIP or reduce retail rate revenue requirements.

### **Use of Cash Balances**

After a review of financial policies and assessment of current finances, SPU is proposing to keep cash balances higher than the formal policy target. The long-term planning goal is to keep 120 days of operating expense, including taxes, in operating cash. In 2024, proposed operating cash is \$110 million; the target is \$67.2 million. Because cash balances are higher than the target, the current proposal is to maintain the current cash balance and allow the 120-day policy target to increase until it meets the cash balance.

The proposal to not draw down cash is based on long-term spending projections. Drawing cash down to the planning target would allow the fund to increase cash funding of capital in the near term, but future rate periods would be negatively affected as cash would become the binding constraint and create a volatile rate path. In the capital program projection period of 2024-2030, which falls partially outside this rate study, spending, and therefore cash financing, is increasing at such a pace that rates would have to increase rapidly. Maintaining the \$110 million balance mitigates rate impacts through the end of the decade and eliminates cash balances as a driver in this study period.

### **Wholesale & Non-Rate Revenues**

Non-Rate Revenues are projected to be stable during the rate study period. Changes in projected wholesale revenue account for nearly all funding changes in this category. Wholesale revenues in 2024 are buoyed by a \$5 million payment from Cascade Water Alliance. This is the final payment related to a contract amendment signed in 2013. Other non-rate revenues are projected to be relatively stable.

### Effects of Changes in Demand and Utility Discount Program (UDP)

While generally not a *revenue requirement (or target)* driver, changing demand for water is typically a significant *rate* driver. **Table 1-2** shows the impact of demand and UDP changes on the overall average rate increase using the typical calculation method. However, because this rate study proposal sets average rate increases on external rate policy rather than financial policy, changes in UDP and demand affect revenue rather than rates. See Section 3.5 and Section 3.6 for more detail.

**Table 1-2**  
**Impacts of Demand and UDP on Rate Increase**

	2024	2025	2026
Revenue Target Increase	1.2%	3.2%	2.1%
Demand/Connections Impact	1.2%	-1.4%	-0.2%
Utility Discount Program Impact	-0.4%	0.1%	0.1%
Average Rate Increase*	2.0%	2.0%	2.0%

\*Rates may not total due to rounding.

### Financial Performance

The 2024-2026 rate study exceeds all water system financial policy targets during the rate period as shown in **Table 1-3**. See Chapter 2 for further discussion of financial policy targets and their impact on rate setting.

**Table 1-3**  
**Water Fund Projected Financial Performance**

(\$ in 1,000's)	Target	Actual 2021	Actual 2022	Projected 2023	Proposed 2024	Proposed 2025	Proposed 2026
Net Income	positive	\$72,259	\$57,280	\$50,003	\$41,194	\$33,701	\$30,095
Debt Service Coverage	1.7x	2.28	2.32	1.95	2.11	1.93	1.89
Cash Financing of the Capital Program	20%*	52.0%	41.9%	37.9%	35.1%	25.7%	25.8%
from Contributions in Aid of Construction		9.7%	10.9%	6.6%	5.5%	5.5%	5.8%
from Rate Revenues		42.3%	31.0%	31.3%	29.6%	20.2%	20.0%
Year-End Operating Cash	varies**	\$101,317	\$98,159	\$110,000	\$110,000	\$110,000	\$110,000
Days of Operating Cash		222	212	213	195	188	182

\* Current revenues should be used to finance no less than 15% of the CIP in any one year, and average not less than 20% over each rate proposal period.

\*\* Planning target for year-end operating cash is 120 days of operating expense, or \$67.2 million in 2024.

## 2. FINANCIAL POLICY OVERVIEW

---

Financial policies provide a guiding framework for the finances of the water utility. They represent a balance between the competing goals of fiscal conservatism through higher rates today and minimizing these same rates by spreading costs over time to future ratepayers. The direct effect of the policies is to determine the level at which water rates shall be set, given estimated costs and demand, and to define how the capital improvement program is to be financed.

The indirect effects of the policies are to:

- Shape the financial profile the utility presents to the financial community;
- Establish the utility's exposure to financial risk; and
- Allocate the utility's costs between current and future ratepayers.

In 2005, City Council passed Resolution 30742, which adopted new water system financial policies that reflect changes and additions to the financial policies initially adopted in 1992. The financial policies are as follows:

1. **Maintenance of Capital Assets.** For the benefit of both current and future ratepayers, the municipal water system will seek to maintain its assets in sound working condition. Future revenue requirement analyses will include provision for maintenance and rehabilitation of facilities at a level intended to minimize total cost while continuing to provide reliable, high-quality service.
2. **Debt Service Coverage.** Debt service coverage on first-lien debt should be at least 1.7 times debt service cost in each year on a planning basis.
3. **Net Income.** Net income should generally be positive.
4. **Cash Funding of the Capital Improvement Program.** Current revenues should be used to finance no less than 15 percent of the municipal water system's adopted CIP in any year, and not less than 20 percent of the CIP over the period of each rate proposal. Cash in excess of working capital requirements may be used to help fund the CIP.
5. **Eligibility for Debt Financing.** Unless otherwise authorized by Council, the following criteria must be met before project expenditures are eligible for debt financing:
  - i) Project is included in the CIP.
  - ii) Total project cost exceeds \$50,000.
  - iii) Project has expected useful life of more than two years (more than five years for information technology projects).
  - iv) Resulting asset will be owned or controlled by Seattle Public Utilities (SPU), is part of the regional utility infrastructure, or represents a long-term investment for water conservation.
  - v) Consistent with generally accepted accounting practices, project costs include those indirect costs, such as administrative overhead and program management, that can be reasonably attributed to the individual CIP project.
6. **Revenue Stabilization Fund (RSF).** Ordinance 121761 requires that a target balance of \$9 million be maintained in the RSF, except when withdrawals below this level are needed to offset shortfalls in metered water sales revenues, or to meet financial policy requirements. Withdrawals of funds in excess of the minimum balance will be used to meet operating expenses, to pay CIP expenditures, or

to meet financial policy requirements. Withdrawals from the RSF must be authorized by ordinance, except that Bonneville Power Administration (BPA) Account funds may be withdrawn based on BPA spending.

The Water Fund must deposit revenues in excess of planned metered water sales to the RSF in years where all financial policy targets are exceeded.

SPU may also make discretionary deposits to the RSF, provided that these discretionary deposits are in excess of the amounts required to meet the financial policy requirements. Should the RSF balance fall below the target balance, SPU will submit a water rate proposal that rebuilds the balance in the RSF within one year.

7. **Cash Target.** The adopted target for the year-end operating fund cash balance is one-twelfth of the current year's operating expenditures. SPU plans and targets a higher level of liquidity than the adopted policy in order to be responsive to changing market expectations from bond holders and rating agencies. The planning target is 120 days of operating expense including taxes. For this rate study SPU has modeled year-end cash in excess of the planning target. Keeping cash above the planning target eases cash demands in the years following the Strategic Business Plan. Keeping cash above the planning target prevents a situation where cash balances are required to increase along with increasing capital funding requirements creating additional rate volatility.
8. **Variable Rate Debt.** Variable rate debt should not exceed 15 percent of total outstanding debt. Annual principal payments shall be made on variable rate debt in a manner consistent with fixed rate debt.

In any future year, the minimum revenue requirement is the lowest amount of money necessary to simultaneously satisfy all financial policies in that year. At this level of revenues, some financial policies may be exceeded, but none will be missed – the financial policy that is exactly met is known as the binding constraint. For this rate study, however, rates were not set to just meet financial policies. As part of the Strategic Business Plan Update, rates were set to meet *rate* increase targets, a process commonly called rate “smoothing”. Proposed rates in all years will exceed all financial policy minimums.

### 3. RETAIL WATER REVENUE TARGET

---

The **water system revenue requirement** is the minimum amount of operating revenue required to fund the water system operating budget and meet financial policy targets for net income, cash balances, cash financing of the CIP, Revenue Stabilization Fund balances, and debt service coverage. The component requiring the greatest amount of revenue generation (budgetary expenses or one of the financial policy requirements) is termed the “binding constraint.” The **retail water revenue requirement** is equal to the water system revenue requirement, less funding from sources other than retail rates including wholesale revenues, drawdowns of cash balances, withdrawals from the Revenue Stabilization Fund, and other operating/non-operating revenues.

Rate increases are required to fund increases in the revenue requirement from one rate setting period to the next. Where demand is constant, the average rate increase will equal the increase in the revenue requirement. Increasing demand (i.e., customers buying more units of water or more customer meters) will reduce the required rate increase and declining demand will increase the rate increase relative to the change in the revenue requirement. In addition, changes in participation in the utility discount program affect rate changes. Increased participation in the program reduces revenues as more households are paying a discounted rate. The reduction in revenue must be made up through an increase in standard rates.

In addition to changes in the revenue requirement, demand, and discount program participation, rates can be increased to meet external goals. The **retail water revenue target**, which will be discussed throughout this chapter, was set to meet other financial policy and rate targets.

**Table 3-1** summarizes the components of the change in the retail water revenue and rate targets during the proposed rate period. Current (2023) rates were set in 2021 based on planned expenditures, demand, and other funding sources for the prior rate setting period (2022-2023). The change in the 2024 revenue target in Table 3-1, and throughout this section, is relative to the 2023 plan assumed in the 2022-2023 rate study. Likewise, the 2025 changes are relative to the planned revenue target in 2024.

**Table 3-1**  
**Components of the Change in the Retail Water Revenue Target**

(\$1,000's)	2023 Rate Study	2024	\$ Change in Rev Req	% Change in Total Rev Req	2025	\$ Change in Rev Req	% Change in Total Rev Req	2026	\$ Change in Rev Req	% Change in Total Rev Req
<b>Expenditure</b>										
<b>Operations and Maintenance Expense (O&amp;M)</b>										
Branch O&M	151,902	155,280	3,377	1.5%	161,491	6,211	2.7%	167,951	6,460	2.7%
Taxes	49,861	50,591	730	0.3%	52,159	1,568	0.7%	53,241	1,081	0.4%
<b>Total</b>	<b>201,764</b>	<b>205,871</b>	<b>4,108</b>	<b>1.8%</b>	<b>213,650</b>	<b>7,779</b>	<b>3.3%</b>	<b>221,191</b>	<b>7,541</b>	<b>3.1%</b>
<b>Capital Financing</b>										
Cash financing (target)	20,763	23,683	2,919	1.3%	24,217	534	0.2%	23,415	(802)	-0.3%
Debt Service	87,271	75,535	(11,735)	-5.1%	80,599	5,064	2.2%	82,284	1,685	0.7%
<b>Total</b>	<b>108,034</b>	<b>99,218</b>	<b>(8,816)</b>	<b>-3.8%</b>	<b>104,816</b>	<b>5,598</b>	<b>2.4%</b>	<b>105,699</b>	<b>883</b>	<b>0.4%</b>
<b>Other Financial Policy Targets</b>										
Additional Capital Program Funding	1,481	17,880	16,399	7.1%	6,876	(11,003)	-4.7%	6,766	(111)	0.0%
<b>Total</b>	<b>1,481</b>	<b>17,880</b>	<b>16,399</b>	<b>7.1%</b>	<b>6,876</b>	<b>(11,003)</b>	<b>-4.7%</b>	<b>6,766</b>	<b>(111)</b>	<b>0.0%</b>
<b>Total Expenditure</b>	<b>311,278</b>	<b>322,969</b>	<b>11,691</b>	<b>5.1%</b>	<b>325,343</b>	<b>2,374</b>	<b>1.0%</b>	<b>333,656</b>	<b>8,313</b>	<b>3.4%</b>
<b>Other Funding Sources</b>										
Wholesale Revenues	(57,580)	(63,696)	(6,116)	-2.7%	(59,360)	4,336	1.9%	(60,628)	(1,268)	-0.5%
Non-rate revenues	(23,005)	(25,757)	(2,752)	-1.2%	(24,908)	849	0.4%	(26,905)	(1,997)	-0.8%
RSF withdrawal	-	-	-	0.0%	-	-	0.0%	-	-	0.0%
<b>Total Other Funding Sources</b>	<b>(80,585)</b>	<b>(89,453)</b>	<b>(8,868)</b>	<b>-3.8%</b>	<b>(84,268)</b>	<b>5,185</b>	<b>2.2%</b>	<b>(87,533)</b>	<b>(3,265)</b>	<b>-1.4%</b>
<b>Net Retail Rates Revenue Target</b>	<b>230,693</b>	<b>233,515</b>	<b>2,823</b>	<b>1.2%</b>	<b>241,074</b>	<b>7,559</b>	<b>3.2%</b>	<b>246,122</b>	<b>5,048</b>	<b>2.1%</b>
<b>Impact of Demand/Connections</b>				1.2%			-1.4%			-0.2%
<b>Change in Utility Discount Program</b>	6,882	5,980	(902)	-0.4%	6,205	224	0.1%	6,366	162	0.1%
<b>Effective Increase in Retail Rates</b>				<b>2.0%</b>			<b>2.0%</b>			<b>2.0%</b>

The **Expenditure** section of Table 3-1 presents the operating fund cash spending components that make up the water system revenue target. The **Other Funding Sources** section presents other sources of funding which reduce the amount of expenditure that must be recovered through retail rates. The final section of the table presents two items, **“Demand”** and **“Utility Discount Program,”** that do not affect the revenue target but do affect rates. For example, total expenditure increases the total revenue target by 5.1 percent from 2023 to 2024. However, increases in other funding sources (wholesale revenues and non-rate revenues) decrease the retail revenue requirement by 3.8 percent, resulting in a net increase of 1.2 percent in the 2024 retail rates revenue requirement. The actual average rate increase of 2.0 percent is higher than the revenue target increase, due to a projected decrease in demand, which is partially offset by a decrease in utility discount projections.

The following sections include more detailed descriptions of the components of change in the revenue target.

### 3.1. Operations and Maintenance Expense (O&M)

The water system O&M expenditure requirement includes costs attributable to water operations, as well as a portion of administrative expenses that water shares with other SPU funds (e.g., finance, customer service, etc.). For rate study purposes, O&M includes taxes but does not include debt service, which is discussed under capital financing. O&M is broken into two categories: Branch O&M and taxes.

Branch O&M equals the spending required to support operations and maintenance functions of the water utility. Under this proposal, 2024 Branch O&M increases \$3.4 million from the 2023 amount as projected in the 2022-2023 rate study due to cost changes associated with updated growth assumptions in city central costs, pensions, and other labor costs. The proposal assumes an increase in Branch O&M of \$6.2 million in 2025 and \$6.5 million in 2026.

SPU pays three primary taxes, the City of Seattle Water Utility Tax, Washington State Utility Tax, and the Washington State B&O Tax. While all three taxes are not applicable to all revenue sources, they all are revenue-based taxes. As such, as revenue increases, tax expense increases. Taxes increase \$0.7 million in 2024, \$1.6 million in 2025, and \$1.1 million in 2026 due to a higher projected tax revenue base.

### 3.2. Capital Financing Expense

Financing of the capital program will decrease the expenditure target by 3.8 percent in 2024, increase the target by 2.4 percent and 0.4 percent in 2025 and 2026, respectively, as presented in Table 3-1.

Major water capital programs to be funded during this period include:

- Distribution System Improvements
- Transmission System Rehabilitation
- 'Move Seattle' Utility Relocation Projects
- Dam Safety Improvements
- Service Renewals and Retirements

SPU funds water system capital projects through a combination of cash (from direct service and non-rates revenue) and debt financing (revenue bonds and low-interest loans serviced by rates revenue). As discussed in Section 3.2.2, SPU will be issuing bonds in each year of the rate study. This rate study forecasts CIP cash financing that will exceed the financial target of 20 percent of CIP over the three-year rate period. The remaining CIP will be funded with revenue bond proceeds. **Table 3-2** presents CIP spending and financing assumptions during the rate period.

**Table 3-2**  
**Capital Spending and Financing Assumptions**

(\$1,000's)	2024	2025	2026	Rate Study Average
<b>CIP Spending Assumption</b>	118,413	121,084	117,076	
<b>CIP Financing Breakdown</b>				
Cash Financed	41,562	31,093	30,181	
Debt Financing				
Low Interest Loan	0	0	0	
Bond Financing	76,850	89,991	86,895	
Cash Financed Percentage	35.1%	25.7%	25.8%	28.8%
Debt Financed Percentage	64.9%	74.3%	74.2%	71.2%

### 3.2.1. Cash Financing (Target Only)

Water system financial policies require that a minimum of 20 percent of the CIP be financed with current cash revenues (as opposed to debt proceeds) over the rate period. The sources of cash that assist in meeting this 20 percent target are operating revenues, cash on hand, and contributions in aid of construction<sup>1</sup>.

Although CIP cash financing is projected to exceed the financial policy target, this section discusses only the cash necessary to just meet the 20 percent cash financing target. The additional capital funding, over and above the cash financing target, is discussed in Section 3.3.

As presented in **Table 3-3**, targeted cash financing of the CIP increases \$2.9 million in 2024, \$0.5 million in 2025, and decreases \$0.8 million in 2026.

**Table 3-3**  
**Change in Target Cash Financing**

(\$1,000's)	2023*	2024	\$ Change	2025	\$ Change	2026	\$ Change
Cash Financed (Target)	20,763	23,683	2,919	24,217	534	23,415	(802)

\* 2023 assumptions used in the 2022-2023 rate study

<sup>1</sup> Customers often pay for water facilities when they connect to the water system or cause the relocation of water facilities. For example, a developer pays for installation of a water meter and service line when building a new house.



### 3.2.2. Debt Service

**Table 3-4** presents projected Water Fund debt service, by source, during the rate period.

<b>Table 3-4</b>							
<b>Change in Water Fund Debt Service</b>							
<b>(\$1,000's)</b>	<b>2023*</b>	<b>2024</b>	<b>\$ Change</b>	<b>2025</b>	<b>\$ Change</b>	<b>2026</b>	<b>\$ Change</b>
Debt Service Details							
Debt service for existing bond issues	84,929	71,988	(12,941)	71,893	(95)	67,587	(4,306)
2024 bond debt service**		1,234	1,234	6,422	5,188	6,422	-
2025 bond debt service***				-	-	6,244	6,244
2026 bond debt service***						-	-
Low interest loan debt service	2,342	2,285	(57)	1,794	(491)	1,592	(201)
<b>Total Debt Service</b>	<b>87,271</b>	<b>75,507</b>	<b>(11,764)</b>	<b>80,108</b>	<b>4,601</b>	<b>81,844</b>	<b>1,736</b>

\* 2023 assumptions used in the 2022-2023 rate study

\*\* 2024 bond assumes an interest-only payment in 2024.

\*\*\* Bond principal and interest payments are assumed to begin in the year following issue.

In the first half of 2024, SPU expects to issue approximately \$98.7 million in new revenue bonds. An additional \$96.0 million and \$100.4 million of new money bonds are expected to be issued in the third quarters of 2025 and 2026, respectively. SPU is proposing to issue bonds that are expected to fund roughly one year of CIP needs.

### 3.3. Other Financial Policy Requirements

As discussed in Chapter 2, proposed rates for 2024 – 2026 are designed to smooth the Strategic Business Plan rate path. Because revenues in these years are not set to just meet a binding financial target, all policy minimums are exceeded.

The revenue collected above the minimum required can be used to increase cash balances or provide additional cash funding of the capital program. Cash balances exceed planning targets, so no increase is proposed in this rate study. Instead, excess revenue generated by rate smoothing is proposed to fund the capital program. The additional funding is projected to increase capital financing by \$31.5 million over the rate study period.

**Table 3-5** presents how SPU proposes to spend revenues generated from external policies over the three-year rate period.

<b>Table 3-5</b>							
<b>Impacts of Changes to Rate Policy</b>							
<b>(\$1,000's)</b>	<b>2023*</b>	<b>2024</b>	<b>\$ Change</b>	<b>2025</b>	<b>\$ Change</b>	<b>2026</b>	<b>\$ Change</b>
Increase Cash Balance	-	-	-	-	-	-	-
Additional Capital Program Funding	1,481	17,880	16,399	6,876	(11,003)	6,766	(111)
<b>Financial Policies</b>	<b>1,481</b>	<b>17,880</b>	<b>16,399</b>	<b>6,876</b>	<b>(11,003)</b>	<b>6,766</b>	<b>(111)</b>

\* 2023 assumptions used in the 2022-2023 rate study

### 3.4. Other Funding Sources

A significant portion of the total water system expenditure target is funded through wholesale revenues, capital contributions, asset sales, and other operating and non-operating revenues. These other funding sources reduce the amount to be recovered through retail rates and therefore are reflected as reductions to the retail revenue target in each year. Other funding sources, primarily wholesale and non-rate revenues, are projected to increase from 2023 projections by \$8.7 million in 2024.

#### 3.4.1. Wholesale Revenues

Revenues from wholesale customers, as presented in **Table 3-6**, are expected to increase \$6.1 million in 2024 from the assumed amount in the 2023 rate study. A \$5 million contract renegotiation payment from Cascade Water Alliance is the bulk of the variance.

**Table 3-6**  
**Change in Wholesale Revenues**

(\$1,000's)	2023*	2024	\$ Change	2025	\$ Change	2026	\$ Change
Full & Partial Revenue**	30,202	28,117	(2,085)	29,592	1,475	32,059	2,467
Cascade Block Revenue	21,867	29,486	7,619	23,845	(5,641)	22,940	(905)
Northshore Block Revenue	5,511	6,093	582	5,923	(170)	5,629	(294)
<b>Total</b>	<b>57,580</b>	<b>63,696</b>	<b>6,116</b>	<b>59,360</b>	<b>(4,336)</b>	<b>60,628</b>	<b>1,268</b>

\* 2023 assumptions used in the 2022-2023 rate study

\*\* Includes facilities charge revenues and Renton conservation payment

Rates for wholesale customers are set in accordance with the wholesale contracts. These contracts define cost of service methodologies that determine how much the water system charges for wholesale service. Wholesale rate studies apply these methodologies based on expenditure projections (budget). Wholesale rates may be affected by actions that raise or lower the water system O&M or CIP budget. Outside of budget changes, there is very little flexibility to alter wholesale rates and revenues.

#### 3.4.2. Non-rate Revenues

As presented in **Table 3-7**, other non-rate revenue (unmetered revenue) is projected to increase from \$23.0 million assumed for 2023 to \$25.8 million, \$24.9 million, and \$26.9 million in 2024, 2025 and 2026, respectively.

**Table 3-7**  
**Change in Non-Rate Revenues**

(\$1,000's)	2023*	2024	\$ Change	2025	\$ Change	2026	\$ Change
Unmetered Revenues							
Capital Contributions & Tap Fees	14,083	14,756	673	15,022	265	15,292	271
Operating Fund Interest Income	342	39	(303)	30	(9)	21	(9)
Charges for Miscellaneous Services	4,466	4,753	287	4,872	119	4,994	122
Rentals & Others	1,442	3,470	2,028	3,549	79	3,630	81
Build America Bonds Reimbursement	1,520	1,741	221	1,671	(70)	1,597	(74)
Billing leads & lags	1,152	998	(153)	(235)	(1,234)	1,371	1,606
<b>Total Unmetered Revenues</b>	<b>23,005</b>	<b>25,757</b>	<b>2,752</b>	<b>24,908</b>	<b>(849)</b>	<b>26,905</b>	<b>1,997</b>

\* 2023 assumptions used in the 2022-2023 rate study

The largest category of other non-rate revenues is capital contributions and tap fees, which are projected to be modestly higher during the rate period. Construction and development in Seattle have

sustained a torrid pace since 2013, and the projection reflects a modest regression in development activity partially offset by increased prices for new services.

Billing leads and lags are year-end cash effects that adjust for differences in when an expense (or revenue) is recorded in SPU financial systems<sup>2</sup> versus when the associated cash is paid (or received). These lags/leads result in an impact on rates when their sum dollar amount changes from year to year. The leads/lags presented in Table 3-7 are primarily associated with changes in the timing of CIP billed to SPU from year to year.

### 3.4.3. Revenue Stabilization Fund Withdrawals

As discussed in Chapter 2, the minimum balance in the RSF is \$9 million. From a rates perspective, withdrawals from the RSF are part of the other funding sources pool. Increases in withdrawal size add to this pool and therefore reduce the retail rate revenue target. Decreases in withdrawal size reduce the size of this alternative funding pool and increase the direct service funding target.

At the end of 2022 the RSF balance was \$42.6 million. The projected beginning balance for 2024 is \$43.1 million. In this rate proposal, SPU does not propose any withdrawals from the RSF.

Table 3-8 presents projected RSF balances.

Table 3-8 Projected Water Revenue Stabilization Fund Balances				
(\$1,000's)	2023*	2024	2025	2026
Beginning RSF Cash Balance	42,114	43,059	43,490	43,924
Interest	421	431	435	439
Deposit (Withdrawal)	0	0	0	0
<b>Ending RSF Cash Balance</b>	<b>42,535</b>	<b>43,490</b>	<b>43,924</b>	<b>44,364</b>

\* 2023 assumptions used in the 2022-2023 rate study

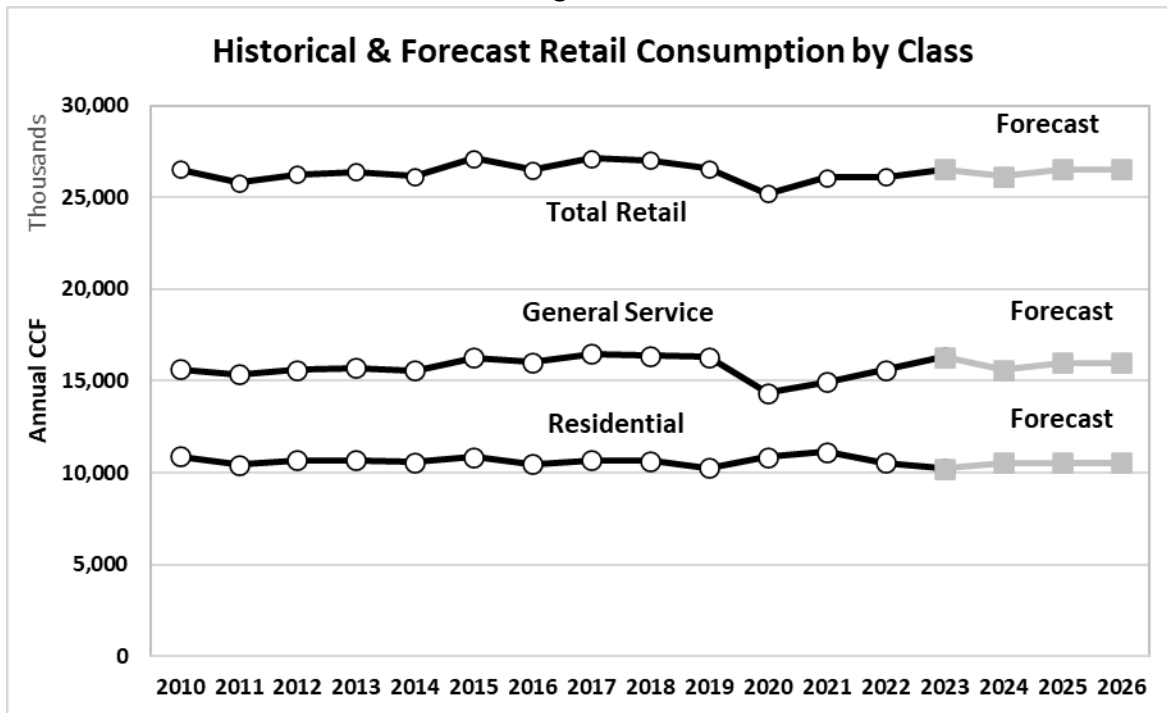
## 3.5. Effect of Demand

The volume of water sold to retail customers is projected to increase over the forecast period. For the rate study period, total retail consumption is expected to rise from 26.2 million CCF per year to 26.6 million CCF per year. All of the increase during the rate study period is projected to be in the General Service customer class.

Despite generally growing population and employment, water consumption through the 1990s and 2000s trended downwards due to various forms of conservation (programs, efficiency codes and standards, rising water and sewer rates, etc.). With the end of the 1% Conservation program in 2011 and a rebound in employment after the Great Recession, water consumption appeared to level off until 2020 when the COVID-19 pandemic disrupted regular activity. As shown in **Figure 3-1**, consumption is expected to decline in 2024 relative to the assumption in the 2023 rate study. Consumption is projected to increase in 2025 and remain at that level in 2026. The effects of growth and conservation are forecasted to largely offset after the economic recovery related to COVID-19 is complete.

<sup>2</sup> In general, revenues are recorded when billed and expenses when invoiced.

Figure 3-1



Consumption levels for the rate study period are expected to be similar to the average consumption from 2012 through 2019. The COVID-19 pandemic, and the public health response, dramatically altered water consumption patterns in 2020 and 2021. State-mandated shutdowns of non-essential businesses, along with capacity limits on indoor spaces, dramatically reduced water consumption for the General Service class. Conversely, water consumption for the Residential class increased as many people spent more time at home, including work from home.

There are residual effects from the pandemic, primarily increased consumption in the Residential class. This is believed to be an effect of increased work-from-home employment. Conversely, employees working from home lowered the daytime population of Downtown Seattle and decreased General Service consumption. In addition, general economic activity across the city declined during the pandemic and further reduced General Service consumption. For this Rate Study, consumption in the Residential class is expected to remain above pre-pandemic levels and remain flat each year of the Study. General Service consumption is forecast to remain below pre-pandemic levels, though increasing slightly in 2025 from the projected low in 2024. Rate Study water demand is shown in Figure 3-1 and in Table 3-9.

**Table 3-9**  
**Short Term Water Consumption Forecasts (Annual ccf)**

	Residential		General Service		Total	
	Consumption (CCF)	Percent Change	Consumption (CCF)	Percent Change	Consumption (CCF)	Percent Change
<b>Actual</b>						
2019	10,258,052		16,311,787		26,569,839	
2020	10,865,609	5.9%	14,363,941	-11.9%	25,229,550	-5.0%
2021	11,134,811	2.5%	14,943,725	4.0%	26,078,536	3.4%
2022	10,527,097	-5.5%	15,596,609	4.4%	26,123,706	0.2%
<b>Projected</b>						
2023*	10,245,000	-2.7%	16,312,000	4.6%	26,557,000	1.7%
2024	10,550,000	3.0%	15,600,000	-4.4%	26,150,000	-1.5%
2025	10,550,000	0.0%	16,000,000	2.6%	26,550,000	1.5%
2026	10,550,000	0.0%	16,000,000	0.0%	26,550,000	0.0%

\* Projection in 2022-2023 rate study

When rates are set based on financial policies, demand changes impact rates by changing the customer base from which to collect the revenue requirement. In other words, for water rates, increases to consumption and water meters partially offset increases to revenue requirements. When revenue is set, higher demand means revenue increases can be spread over more units, lowering the average rate increase.

In this rate study, through external policy decisions, annual *rate increases* were targeted. So rather than demand changes affecting rates, demand changes affect revenue. In 2025, the second year of the rate study, volumes are projected to increase 1.5%. In a typical rate study this would allow the revenue requirement to be spread across more sales units and lower the per unit rate. In this rate study the 2.0 percent per unit increase was the target by policy. As a result, the projected volume increase will increase revenue because more units are subject to the policy-determined rate increase.

Water rates are made up of a fixed base service charge as well as a volume charge. Water consumption is the unit of demand for the volume charge while number of customers (measured by the number of meters) is the unit of demand for the base meter charge. When the number of meters increases, the customer base broadens. Residential meters are projected to increase 0.6 percent annually, and commercial meters are projected to increase by a smaller amount during the 2024-2026 rate period.

As mentioned above, these combined changes in consumption and meters are normally a portion of the difference between the increased revenue requirement and the average rate increase. That is still the case in this rate study; however, the effect is reversed. For this study, rate increases drive revenue instead of revenue requirements driving rates. For this table, the revenue is assumed to be targeted (as is typical) and the impact of demand is shown in **Table 3-10**.

**Table 3-10**  
**Effect of Demand on Rate Increase**

	2023*	2024	Change	2025	Change	2026	Change
Total Consumption (thousand ccf)	26,557	26,150	(407)	26,550	400	26,550	0
Total Retail Meters	202,156	202,684	528	203,584	900	204,484	900
Effect on Rate Increase			1.2%		-1.4%		-0.2%

\* 2023 assumptions used in the 2022-2023 rate study

### 3.6. Effect of Changes in the Utility Discount Program

Similar to demand, changes in customer participation in the UDP do not typically affect the Water Fund revenue target but do affect the rate increase. Increased participation in the program reduces revenues as more households are paying a discounted rate. The reduction in revenue must be made up through an increase in standard rates. Enrollment in the program has increased steadily since the mid-2010s, with a spike in 2020 due to the COVID-19 pandemic and subsequent economic disruption.

Like demand, in this rate study UDP participation impacts revenue rather than rates. In a typical rate study, standard rates are set to collect an amount higher than the revenue requirement to account for the UDP revenue reduction. To maintain collected revenue at the required level, the average rate reflects UDP participation. However, in this rate study external policy drives rate increases. The result is that changes in UDP don't affect rates, but instead change how much revenue SPU collects.

**Table 3-11** presents the impact of UDP as if revenue was driven by financial policy (as is typical) rather than by external policy.

**Table 3-11**  
**Effect of Changes to Utility Discount Program on Rate Increase**

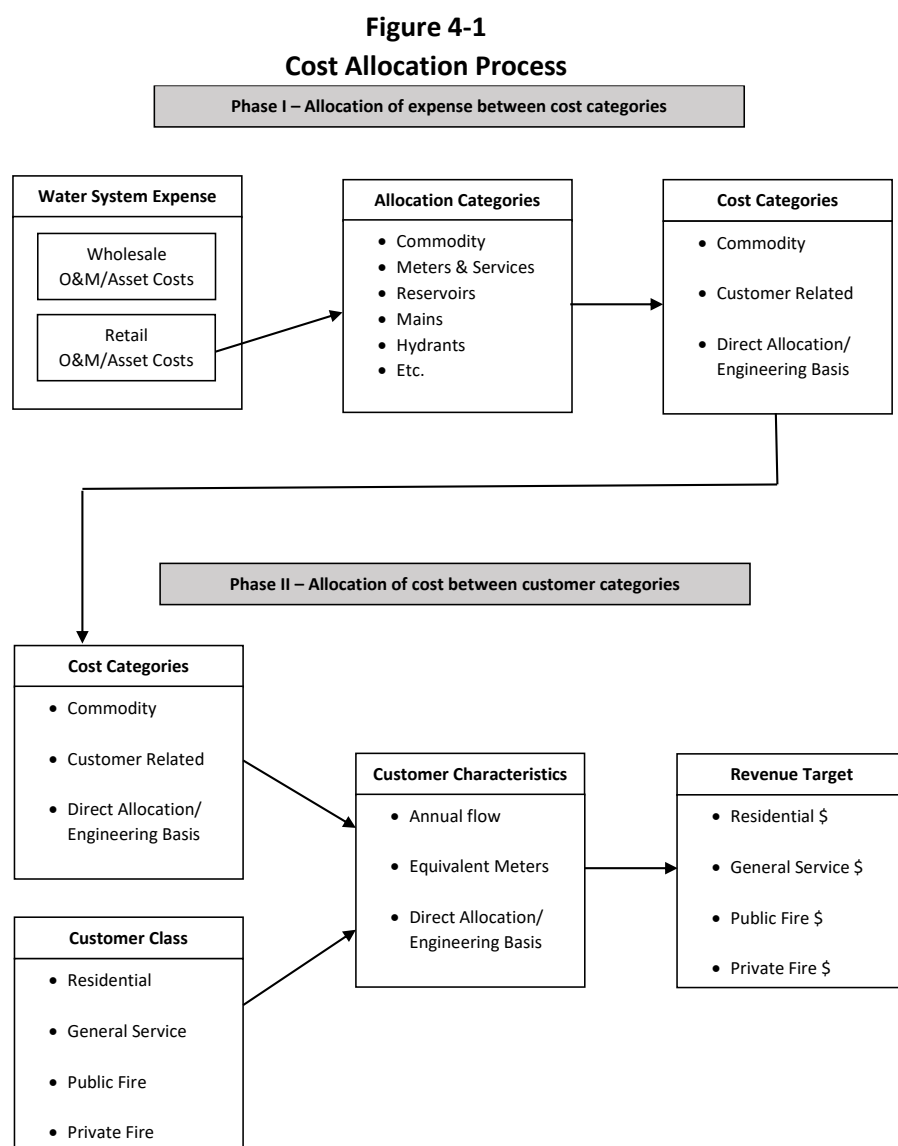
(\$1,000's)	2023*	2024	\$ Change	2025	\$ Change	2026	\$ Change
Total Discount	6,882	5,980	(902)	6,205	224	6,366	162
Effect on Rate Increase			-0.4%		0.1%		0.1%

\* 2023 assumptions used in the 2022-2023 rate study

## 4. COST ALLOCATION

**Note:** The cost allocation was not updated for this rate study. The results of the previous cost allocation, using 2019 data for 2022-2023 rates, are still used for the 2024-2026 study. This was decided because the last year of audited financial data was 2021. SPU does not expect that 2021 costs and consumption will be predictive of future costs and consumption because of temporary disruptions related to the COVID-19 pandemic.

Once the **retail revenue target** is set, it must be assigned to different customer classes. A customer class is a group of customers that places a unique cost on the utility or is administratively easier to serve as a group. **Figure 4-1** presents the multiple steps (divided into two phases) required to allocate water expense to individual customer classes. In the first phase, the retail component of water system expense is allocated between cost categories, or groupings of cost items, that are driven by similar factors. In the second phase, the cost assigned to each cost category is allocated between customer classes based on defined customer characteristics.



The cost allocation process presented above recognizes differences in the costs of providing service to different types of customers. For example, a customer class with higher consumption requires increased use of the water treatment plants, whereas a customer class with more accounts requires increased use of the customer billing system.

This chapter provides a general framework for **Phase I** of the cost allocation process, with complete details provided in Appendix A. This chapter then focuses on **Phase II** of the cost allocation process, organized as follows:

- Overview - cost categories
- Framework for allocation of retail water expense between cost categories (Phase I)
- Identification of customer classes and quantification of cost allocation characteristics (Phase II)
- Calculation of total cost of service, or revenue target, for each customer class (Phase II)

The current rate study does not propose any fundamental changes to the cost allocation methodology used in prior rate studies. While the cost category of capacity was eliminated from the 2016-2017 rate study, the effect on final allocations is negligible. The change was made for two reasons:

- 1) Due to falling demand, the current system is oversized from a cost allocation standpoint so very few assets were allocated using the capacity allocator, and
- 2) The difference in peaking characteristics of residential and general service has diminished as demand has fallen, so the allocator does not provide much distinction between customer classes.

#### 4.1. Overview – Cost Categories

Retail water system costs are grouped into three main cost categories which can be allocated among customer classes based on customer characteristics: commodity, customer-related, and directly assigned. The costs assigned to the first two categories are shared among different customer classes based on characteristics such as total annual water volume and number of accounts. Costs included in the directly assigned category are assigned in their entirety to the applicable customer classes.

**Commodity Costs.** Commodity costs vary proportionately with the amount of water provided under average consumption conditions. These costs include items such as the Cedar and Tolt treatment plants, and chlorination at in-town reservoirs. They also include the cost of activities and assets that are shared with wholesale customers since the allocation between wholesale and retail is based on annual flow.

**Customer-Related Costs.** Customer-related costs encompass an umbrella of expenses associated with serving customers independent of the amount of water they use. These include the cost of meter maintenance and repair, meter reading, billing, customer accounting, and the call center.

**Directly Assigned Costs.** These are costs that are directly allocable to a single customer class. For this rate study, directly assigned costs are primarily fire hydrant asset and repair costs.



## 4.2. Framework for Allocation of Retail Expense to Cost Categories (Phase I)

The cost allocation framework for retail water rates uses the distribution of embedded or average costs from a prior period (“test year”) to allocate future revenue targets between different cost categories. Therefore, the 2024-2026 retail water system revenue targets are assigned to customer classes based on the actual distribution of expense between those categories in 2019 (the test year). The test year expense is defined according to a “utility basis” which is the sum of the following elements:

- Annual operations and maintenance (O&M) costs;
- Depreciation expenses on assets paid for by rates; and
- A return on assets calculated on infrastructure in service.

Phase I of the cost allocation involves the distribution of prior year expense between cost categories, as further described in Appendix A, Sections A1.2 and A1.3. Additional information on the “utility-basis” costing framework can be found in Appendix A, Section A1.1 to this study.

**Table 4-1** presents the breakdown of 2019 retail water system expense by cost component (see **Appendix A** for the detail behind this data). As noted below, over two-thirds of retail water system expense is driven by annual water flow (usage).

**Table 4-1**  
**Water Cost Category Summary**

Component Cost Category	2019 Revenue	% of Total
Annual Flow	110,547,969	69.5%
Equivalent Meters	39,871,181	25.1%
Direct/Engineering Basis*	8,680,081	5.5%
<b>Total</b>	<b>159,099,231</b>	<b>100.0%</b>

\*Public Fire

Note: Totals may not total due to rounding.

## 4.3. Retail Customer Classes and Characteristics (Phase II)

Retail water customers are divided into four customer classes.

- **Residential.** Customers living in single family or duplex residences.
- **General Service.** Commercial, governmental, and industrial customers as well as multi-family residential structures.
- **Private Fire.** The separately metered connections for fire-protection sprinkler systems installed on the customer’s property. These customers pay a separate rate for these services in addition to their General Service or Residential rates for their domestic services.
- **Public Fire.** The governmental agencies responsible for providing public fire protection (hydrants).

Costs are assigned to these customer classes based on how the characteristics of each class drive water system costs. **Table 4-2** summarizes the allocator (customer characteristics) used to assign cost to each component cost category.

**Table 4-2**  
**Allocators by Cost Category**

Allocation Category	Customer Characteristics	Comments
Commodity Costs	Annual flow	Actual 2019 total water consumption in hundreds of cubic feet (ccf).
Customer-Related Costs	Equivalent Meters	Equivalent Meters is a weighted count of different sized meters by class (See Appendix A1.5 for calculation details).
Direct Assignment	Class specific expense assigned directly to applicable class	These are costs for activities or assets that are dedicated to one customer class only.

**Table 4-3** quantifies the key characteristics (by class) that are used to allocate commodity and customer-related costs in the current rate study.

**Table 4-3**  
**Key Customer Characteristics**

Customer Class	Annual Flow	Equivalent Meters
Residential	38.5%	73.3%
General Service	61.2%	21.8%
Private Fire	0.1%	4.9%
Public Fire	0.3%	0.0%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>

Note: Totals may not total due to rounding. As shown in the table, the residential class accounts for the majority of equivalent meters while the general service class accounts for the majority of annual water usage. Although public fire water use is not directly measured, the annual flow used is consistent with the estimate used for state non-revenue water reporting.

#### **4.4. Cost of Service and Revenue Target by Customer Class (Phase II)**

The customer characteristic percentages in Table 4-3 are applied to the appropriate 2019 allocation categories in Table 4-1 to determine each customer class' actual 2019 cost of service. **Table 4-4** summarizes the results of this allocation process.

**Table 4-4**  
**Retail Water Cost of Service Based on 2019 Actual Financial Data**

Customer Class	Annual Flow	Equivalent Meters	Direct/ Engineering	Total	% of Total
			Basis		
Residential	42,530,308	29,215,916	-	71,746,224	45.1%
General Service	67,629,343	8,696,085	-	76,325,429	48.0%
Private Fire	80,703	1,959,180	-	2,039,883	1.3%
Public Fire	307,616	-	8,680,081	8,987,696	5.6%
<b>Total</b>	<b>110,547,969</b>	<b>39,871,181</b>	<b>8,680,081</b>	<b>159,099,231</b>	<b>100.0%</b>

Allocations to the general service and residential customer classes account for the bulk (93.1 percent) of the retail water cost of service. Public and private fire represents only about seven percent of the total. The general service class is allocated the largest single share (48.0 percent). This class accounts for 61.2 percent of annual flows, which is applied to the largest portion of the water system revenue target.

The rate revenue target for each rate class is calculated by applying each class' percent of total 2019 cost to the 2024-2026 retail rates revenue targets, with results as presented in **Table 4-5**.

**Table 4-5**  
**2024-2026 Retail Revenue Target By Customer Class**

Customer Class	2024	2025	2026	Cost of Service
				Percentage
Residential	105,308,740	108,717,448	110,994,021	45.1%
General Service	112,017,084	115,642,932	118,064,527	48.0%
Private Fire	2,994,784	3,091,721	3,156,463	1.3%
Public Fire	13,194,851	13,621,951	13,907,198	5.7%
<b>Total</b>	<b>233,515,458</b>	<b>241,074,052</b>	<b>246,122,210</b>	<b>100.0%</b>

Calculations may not total due to rounding.

**Table 4-6** illustrates the small changes for the 2024-2026 and 2022-2023 rate studies relative to the 2018-2020 rate study. See Appendix A for more information.

**Table 4-6**  
**Cost Shares by Customer Class**

Customer Class	2018-2020 Rate Study	2022-2023 Rate Study	2024-2026 Rate Study
Residential	45.0%	45.1%	45.1%
General Service	47.9%	48.0%	48.0%
Private Fire	2.2%	1.3%	1.3%
Public Fire	5.0%	5.7%	5.7%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

Calculations may not total due to rounding.

## 5. RATE DESIGN

---

Rate design is the last element of the rate study. Chapter 3 presented the amount of retail water revenue targeted to fund proposed 2024-2026 O&M and capital programs plus meeting other policy targets. Chapter 4 discussed the allocation of the revenue target between customer classes. This chapter identifies the rate structure and the proposed 2024-2026 rates, which will satisfy the retail revenue target and meet established rate design policy objectives.

The current rate study keeps the same rate structure as previous studies. However, some design practices are changed. In studies beginning in 2008, meter and commodity charges were the same for residential and general service customers. The 2022-2023 study broke that rate parity<sup>3</sup>, allowing meter and commodity rates for each class to move independently. For each customer class, meter and commodity rates increased at the same rate. In this study, meter and commodity rates continue to change independently between customer classes. A focus of this study is increasing fixed revenue by increasing meter rates more than commodity rates.

Continuing practice from previous rate studies, meter charges utilize the meter cost analysis from the 2009-2011 rate study in determining the differential (or progression) between charges for different size meters. No changes are proposed to some rates (larger meter charges), which are higher than their cost of service at current levels. Holding these rates constant rather than decreasing them somewhat mitigates the impact of the revenue target increase on the residential and general service commodity rate and provides rate stability.

The proposed rates increase the typical monthly residential bill by \$0.00 in 2024, \$1.00 in 2025, and \$1.05 in 2026. The total increase over the three-year period is \$2.05. Typical residential consumption has remained at 5.0 ccf per month in the 2024-2026 rate proposal. The exact increase in general service bills varies based on consumption and meter size. A typical convenience store would see increases of \$5.40, \$2.95, and \$3.05 per month for 2024, 2025, and 2026, respectively. Likewise, a typical 90-unit apartment building would see increases of \$55, \$27, and \$28 per month. Rates for public fire hydrants on larger mains increase 1.5 percent, 3.2 percent, and 2.1 percent in 2024, 2025, and 2026, respectively. Private fire meter rates and consumption rates do not increase in this rate study as current revenue meets revenue targets for the study period.

### 5.1. Rate Design Overview

A utility rate structure, or rate design, typically considers three elements: classification of customers served, billing frequency, and schedule of charges for each customer class. The schedule of charges, or “rates,” is designed to recover the utility’s costs, given projected customer demand<sup>4</sup>. In addition to cost recovery, a rate structure should support and optimize a blend of various utility objectives and should work as a public information tool in communicating these objectives to customers.

---

<sup>3</sup> Rate parity began in 2008 when costs of service, consumption, and meter counts aligned to make it possible for rates to be equal between residential and general service classes.

<sup>4</sup> Section 3.5 discusses projected customer demand and its influence on rates during the rate period.

### 5.1.1. Retail Water Rate Structure

Seattle's retail water customers are grouped into four broad customer classifications: Residential, General Service, Private Fire (e.g., building sprinklers), and Public Fire (municipal hydrants). SPU has developed rate structures for each of these customer classes which reflect the classes' cost of service structure, demand patterns, and policy objectives. A given rate class may be further divided into sub-classes. While the rate structure for each sub-class (under the same primary class) will be similar or identical, the actual rate assigned to each sub-class will vary based on actual differences in cost of service or historical contractual requirements. **Table 5-1** provides a summary of Seattle's retail water rate classes, subclasses, and associated rate structures.

**Table 5-1**  
**Retail Water Rate Structure Summary**

Class	Sub-class	Rate Structure
Residential	<ul style="list-style-type: none"> <li>• In-City</li> <li>• Out-of-City</li> <li>• Shoreline Franchise</li> <li>• Lake Forest Park Franchise</li> <li>• Burien</li> <li>• Master-Metered Developments*</li> </ul>	<ul style="list-style-type: none"> <li>• Base Service Charge (meter-size based)</li> <li>• Single Off-Peak Commodity Rate</li> <li>• Tiered Peak Commodity Rate</li> <li>• Low-Income Rates</li> </ul>
General Service	<ul style="list-style-type: none"> <li>• In-City</li> <li>• Out-of-City</li> <li>• Shoreline Franchise</li> <li>• Lake Forest Park Franchise</li> <li>• Burien</li> <li>• Mercer Island</li> </ul>	<ul style="list-style-type: none"> <li>• Base Service Charge (meter-size based)</li> <li>• Single Off-Peak Commodity Rate</li> <li>• Single Peak Commodity Rate</li> </ul>
Private Fire	<ul style="list-style-type: none"> <li>• In-City</li> <li>• Out-of-City</li> <li>• Shoreline Franchise</li> <li>• Lake Forest Park Franchise</li> </ul>	<ul style="list-style-type: none"> <li>• Base Service Charge (meter-size based)</li> <li>• Commodity Penalty Rate</li> </ul>
Public Fire (hydrants)	<ul style="list-style-type: none"> <li>• In-City/Out -of-City</li> <li>• Burien</li> </ul>	<ul style="list-style-type: none"> <li>• Charge for 4-inch mains</li> <li>• Charge for larger mains</li> </ul>

\*For rate setting purposes, there are two kinds of Master Metered Residential Developments (MMRDs). MMRDs are eligible to be classified as water systems by the State of Washington. Customers that have achieved that designation, and pay State Public Utility Tax on their revenue, are eligible for a lower rate from SPU. SPU does not pay State Public Utility Tax on revenues from those customers. MMRDs that do not pay State Public Utility Tax are subject to regular rates.

Section 5.1.2 discusses the objectives that have been considered in the development of the rate structures outlined above. Sections 5.2 through 5.5 provide additional detail on the rate structures by customer class and subclass. **Appendix C** lists all 2024-2026 rate schedules by class and sub-class.

### 5.1.2. Rate Objectives

SPU staff, with input from past Rate Advisory Committees, have identified the following policy objectives for the retail water rate design:

- Provide financial soundness;
- Advance economic efficiency;
- Promote customer equity;
- Encourage customer conservation;
- Contribute to transparency and customer understanding; and
- Reduce impacts on low-income customers.

Some of these objectives imply different directions in rate design than others. An appropriate rate design must strike the best overall balance among conflicting objectives. The first objective of financial soundness is overriding and should be met by all rate designs considered. In this study, there was additional focus on providing soundness through rate design by increasing the amount of fixed revenue to the utility. The final objective of reducing impacts on low-income customers is partly met by a citywide program, in which SPU participates, to provide discounts to low-income and disabled customers. The remaining objectives are met to varying degrees by the individual rate structures, as further discussed in Sections 5.2 through 5.5.

## 5.2. Residential Rate Design

Residential accounts represent about 88 percent of total SPU retail water accounts. Residential customers are further broken into five subclasses: in-city customers, City of Shoreline/City of Lake Forest Park customers, Burien customers, other out-of-city customers, and master-metered customers. Low-income customers in any of these residential subclasses may qualify for a discount off their water utility bill. This section provides additional detail on the components of the residential rate design, the residential rate changes, residential rate subclasses and the UDP.

Under the proposed rates, a typical (median) single family residential bill will increase by **\$0.00** per month in 2024, **\$1.00** per month in 2025, and **\$1.05** per month in 2026 (given constant consumption). The impact for different residential customers can vary based on the amount of water used, as presented in **Table 5-2**.

**Table 5-2**  
**Monthly Residential Bills at Proposed Rates**

Customer Type	Monthly Consumption		2023 Adopted	2024 Proposed	Change from 2023	2025 Proposed	Change from 2024	2026 Proposed	Change from 2025
<b>Low Volume User</b> (30th %tile)	Winter	2.9	\$36.30	\$36.30	\$0.00	\$37.24	\$0.94	\$38.23	\$0.99
	Summer	3.8	\$42.10	\$42.10	\$0.00	\$43.06	\$0.96	\$44.07	\$1.01
	<b>Average</b>	<b>3.2</b>	<b>\$38.23</b>	<b>\$38.23</b>	<b>\$0.00</b>	<b>\$39.18</b>	<b>\$0.95</b>	<b>\$40.18</b>	<b>\$1.00</b>
<b>Median User</b> (50th %tile)	Winter	4.7	\$46.67	\$46.67	\$0.00	\$47.66	\$0.99	\$48.70	\$1.04
	Summer	5.5	\$52.64	\$52.64	\$0.00	\$53.66	\$1.02	\$54.72	\$1.06
	<b>Average</b>	<b>5.0</b>	<b>\$48.66</b>	<b>\$48.66</b>	<b>\$0.00</b>	<b>\$49.66</b>	<b>\$1.00</b>	<b>\$50.71</b>	<b>\$1.05</b>
<b>High Volume User</b>	Winter	9.8	\$76.05	\$76.05	\$0.00	\$77.19	\$1.14	\$78.39	\$1.19
	Summer	13.4	\$110.69	\$110.69	\$0.00	\$112.02	\$1.34	\$113.33	\$1.30
	<b>Average</b>	<b>11.0</b>	<b>\$87.59</b>	<b>\$87.59</b>	<b>\$0.00</b>	<b>\$88.80</b>	<b>\$1.21</b>	<b>\$90.03</b>	<b>\$1.23</b>
<b>Typical 3rd Tier User</b>	Winter	6.7	\$58.19	\$58.19	\$0.00	\$59.24	\$1.05	\$60.34	\$1.10
	Summer	23.5	\$209.26	\$209.26	\$0.00	\$210.78	\$1.52	\$212.22	\$1.44
	<b>Average</b>	<b>12.3</b>	<b>\$108.55</b>	<b>\$108.55</b>	<b>\$0.00</b>	<b>\$109.76</b>	<b>\$1.21</b>	<b>\$110.97</b>	<b>\$1.21</b>

Calculations may not total due to rounding

**Note:** All bill impacts are for in-city customers and assume a ¾" meter.

### 5.2.1. Residential Rate Structure

Residential customers pay a fixed base service charge plus a commodity rate. The commodity rate is a single rate in the off-peak season (September 16 – May 15) and a three-tiered rate structure in the peak season (May 16 – September 15).

#### Base Service Charge

The base service charge is a fixed monthly fee which varies by water meter size. This charge is structured to reflect that some costs are not related to the volume of water used. The cost differential, or progression, between different meter sizes is based on 1) annualized costs, by meter size, for meter maintenance, testing, repair, replacement and service renewal; and 2) annual customer service costs. The progression used in this proposal is based on data from the 2009-2011 rate study.

#### Commodity Rate

Residential commodity rates are seasonal, with tiered peak (May 16 – September 15) rates and uniform off-peak (September 16 – May 15) rates. Peak season rates are higher than off-peak rates and tiered for residential customers to provide a disincentive for wasteful summer water usage.

Peak residential commodity rates consist of three tiers associated with differing usage volumes: 1) the lowest rate is charged on consumption up to five ccf/month; 2) the next 13 ccf/month (six to 18 ccf) is charged a higher rate; and 3) the highest rate is charged on consumption above 18 ccf/month. Historically, one out of 15 residential customers has some consumption at the third-tier level each year. In the past, the City implemented a third tier on a temporary basis to discourage water use under drought conditions. This tier became a permanent feature of the water rate structure in 2002 in

response to the legal requirement of initiative I-63<sup>5</sup>. This rate study holds constant third-tier rates through 2026.

### 5.2.2. Residential Increase

This study includes increases in residential commodity rates and meter base service charges. The residential rate schedule for inside city customers is presented in **Table 5-3**.

**Table 5-3**  
**Proposed Residential Rates**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
	<b>Rates</b>	<b>Rates</b>	<b>Rates</b>	<b>Rates</b>
<b><u>Commodity</u></b>				
<b>Off-Peak (\$/ccf)</b>	\$5.76	\$5.76	\$5.79	\$5.82
<b>Peak (\$/ccf)</b>				
Up to 5 ccf/mo	\$5.92	\$5.92	\$5.95	\$5.98
Next 13 ccf/mo	\$7.32	\$7.32	\$7.36	\$7.39
Above 18 ccf/mo	\$11.80	\$11.80	\$11.80	\$11.80
<b><u>Base Service Charge</u></b>				
3/4 inch	\$19.60	\$19.60	\$20.45	\$21.35
1 inch	\$20.20	\$20.20	\$21.10	\$22.00
1 1/2 inch	\$31.15	\$31.15	\$32.50	\$33.95
2 inch	\$34.50	\$34.50	\$36.00	\$37.60
3 inch	\$127.80	\$127.80	\$133.35	\$139.20
4 inch	\$183.05	\$183.05	\$191.00	\$199.00

**Note:** All rates above are in-city.

Residential meter charges are proposed to not increase in 2024, then increase 4.3 percent, and 4.4 percent, respectively, in 2025 and 2026.

Commodity rates are increasing at a slower pace than meter rates. Off-peak consumption rates are proposed to not increase in 2024, then increase 0.5 percent and 0.5 percent in 2025 and 2026, respectively. Peak rates are increasing similar percentages each year, with the exception that the third tier is not increasing in any year.

### 5.2.3. Residential Sub-Classes

The majority of Seattle Public Utilities' residential customers live within City limits (about 157,500 accounts). However, SPU also directly provides water service to about 10,750 residential customers in

<sup>5</sup> In October 2001, the Mayor and City Council adopted City of Seattle Ordinance No. 120532, otherwise known as I-63 Settlement Ordinance (I-63 SO). This ordinance established various measures designed to promote water conservation, including the creation of the "Everyone Can Conserve" program to fund water conservation in low-income housing. This ordinance also established the requirement for a residential summer peak use third block to be charged on residents and businesses that use extraordinary amounts of water.



the City of Shoreline and City of Lake Forest Park, 1,700 residential customers in the City of Burien, and 3,100 residential customers residing in Unincorporated King County. Each of these residential customer groups, or sub-classes, pays a different rate due to differences in cost of service and/or historic agreements governing these relationships. In addition, master metered residential developments (MMRD) comprise another residential sub-class with its own distinct rates.

#### Outside City Residential Rates (except Shoreline, Lake Forest Park, and Burien)

SPU sets the base meter and commodity rates for SPU customers residing outside of Seattle City Limits at 14 percent greater than in-city rates. Certain characteristics of these areas increase the cost of service, including lower-density development and topography which limits the use of gravity fed systems. Both factors cause higher capital and operating costs (longer water mains, more pumping) per unit of water delivered. In addition, field crews, meter readers, inspectors, and other employees, along with vehicles and equipment, must travel farther to work on parts of the system that serve outside city customers.

Outside-City residential rates are found in **Appendix C**.

#### City of Shoreline/City of Lake Forest Park Residential Rates

SPU sets the base meter and commodity rates for SPU customers residing in Shoreline and Lake Forest Park approximately 21 percent<sup>6</sup> higher than in-city rates. This rate surcharge is based on the 14 percent out-of-city surcharge (discussed above) plus an additional six percent to cover City of Shoreline and City of Lake Forest Park franchise fees.

The Cities of Shoreline and Lake Forest Park charge SPU franchise fees on the water service SPU provides within their boundaries. Each city's franchise fee is set at six percent of revenue. All the revenues from this franchise fee are paid to the City of Shoreline and City of Lake Forest Park, and neither Seattle nor any water customer outside Shoreline and Lake Forest Park receives a benefit from the associated revenues.

The Shoreline franchise fee was enacted in 1999. The Lake Forest Park franchise agreement has been in effect since November 2009.

Shoreline and Lake Forest Park residential rates are found in **Appendix C**.

#### City of Burien Residential Rates

In January 2021, the City of Burien began collecting an eight percent utility tax on all SPU revenue in Burien. As a result, SPU will set base meter and commodity rates for customers residing in Burien approximately 24 percent higher than in-city rates beginning in 2022. This rate surcharge is based on the 14 percent out-of-city surcharge (discussed above) plus an additional eight percent to cover City of Burien Utility Tax costs.

---

<sup>6</sup> Franchise fees and revenue taxes are compounding by their nature. Because they are based on SPU revenue, SPU must increase charges more than the statutory rate to ensure after-tax/franchise fee charges are consistent. Ex: SPU charges \$10 for a service. A 10% revenue tax rate is applied. If SPU simply added 10% to the charge, the new price would be \$11. In that case revenue would be \$11, and the 10% revenue tax would be \$1.10. SPU would receive \$9.90 after payment of the tax. This is less than before the tax is applied. To account for this compounding effect, charges are increased slightly more than the statutory rate to equalize pre-tax and post-tax SPU receipts. In this example, the after-tax charge would be \$11.11. The 10% revenue tax would generate \$1.11, and SPU would receive \$10.00 after tax.

All revenues from this utility tax are paid to the City of Burien, and neither Seattle nor any water customer outside Burien receives a benefit from the associated revenue.

As stated earlier, the City of Burien began collecting tax revenue in 2021, before SPU incorporated the additional cost into rates. The tax was paid by all customers. To reimburse other SPU rate payers, Burien residential charges in 2023 incorporated an additional charge of \$0.55 per month for small meters and \$0.19 per ccf. The delay was incorporated to not exacerbate increases already imposed by the new tax in 2022. The additional charges are removed from proposed Burien rates beginning in 2024. The net result of removing these additional charges is Burien residential rates will decline in 2024.

Burien residential rates are found in **Appendix C**.

#### Master-Metered Residential Development Rates

Master-Metered Residential Development (MMRD) rates apply to residential developments with master meters of one and a half-inch or larger which operate and maintain their own distribution systems on private property. The water service to these developments primarily serves single-family detached residences on at least two separate legal parcels.

A separate rate structure was established for MMRD customers in 1995, with residential rates applying in the peak season and an escalated general service rate applying in the off-peak season. This rate structure recognizes the fact that MMRDs, although considered general service habitations, experience peak irrigation demands similar to those of residential customers. At present, all MMRD customers reside in Shoreline and pay Shoreline residential rates.

Certain Master-Metered Residential Developments are eligible to classify as water systems by the State of Washington. Those that have achieved that designation and pay State Public Utility Tax on their revenue are eligible for a lower rate from SPU. SPU does not pay State Public Utility Tax on revenues from those customers.

MMRD rates are found in **Appendix C**.

#### **5.2.4. Utility Discount Program**

The City assists qualified low-income customers with their water bills by providing a 50 percent credit on their utility bills, one of the most generous assistance policies in the nation. Income guidelines vary based on the number of people in the household, monthly income, and annual income. Income limits are updated every January and are based on 70 percent of the state median income. To ensure utilization by eligible residents, Seattle Housing Authority auto-enrolls its eligible customers in SPU's discount program.

Currently, about 30,000 water customers receive a utility discount. About one-third of these low-income assistance customers receive their credit on their SPU combined utility bill while the other two-thirds receives a credit through their Seattle City Light bill. For customers billed by SPU, the discount cuts their water bill in half. The City Light bill is used as the credit mechanism for customers who do not directly receive an SPU bill, such as customers living in apartment complexes, who typically receive a City Light bill but have utility costs for water, sewer and solid waste included in their rent. These customers receive a fixed dollar credit via their Seattle City Light bill, which approximates the 50 percent discount.

**Table 5-4** presents the discounts for 2023, 2024, 2025, and 2026.

**Table 5-4**  
**Rate Assistance Discounts**

<b>Customer-type</b>	<b>Adopted 2023</b>	<b>Proposed 2024</b>	<b>Proposed 2025</b>	<b>Proposed 2026</b>
SPU-billed customers	50% Discount	50% Discount	50% Discount	50% Discount
Non-SPU-billed customers				
Single-family (Residential)	\$24.33/month	\$24.33/month	\$24.83/month	\$25.36/month
Multi-family (Gen. Serv.)	\$13.25/month	\$13.73/month	\$13.96/month	\$14.19/month

### 5.3. General Service Rate Design

General service accounts represent about 11 percent of total SPU retail water accounts. General Service customers are also broken into five subclasses: in-city customers, Shoreline/Lake Forest Park customers, Burien customers, Mercer Island customers, and other outside-City customers. This section provides additional detail on the components of the general service rate design, the general service rate increase and general service rate subclasses.

The proposed rates will affect general service customer bills to varying degrees depending on the volume of water used. **Table 5-5** presents projected bill impacts for a sampling of general service customer types.

**Table 5-5**  
**Monthly General Service Bills at Proposed Rates**

Customer Type	Monthly Consumption		2023 Adopted	2024 Proposed	Change from 2023	2025 Proposed	Change from 2024	2026 Proposed	Change from 2025
Convenience Store (1" meter)	Winter	15.0	\$105.95	\$111.10	\$5.15	\$113.95	\$2.85	\$116.90	\$2.95
	Summer	15.0	\$129.20	\$135.10	\$5.90	\$138.25	\$3.15	\$141.50	\$3.25
	Average	15.0	\$113.70	\$119.10	\$5.40	\$122.05	\$2.95	\$125.10	\$3.05
Small Office Building (2" meter)	Winter	49.9	\$320	\$333	\$13	\$340	\$7	\$347	\$7
	Summer	56.8	\$448	\$465	\$17	\$473	\$9	\$482	\$9
	Average	52.2	\$362	\$377	\$14	\$384	\$7	\$392	\$8
Apartment Bldg (90 units) (3" meter)	Winter	168	\$1,090	\$1,136	\$46	\$1,159	\$23	\$1,184	\$24
	Summer	247	\$1,925	\$1,997	\$72	\$2,032	\$35	\$2,068	\$36
	Average	195	\$1,368	\$1,423	\$55	\$1,450	\$27	\$1,478	\$28
Medium Hotel (6" meter)	Winter	1,180	\$6,977	\$7,216	\$239	\$7,329	\$112	\$7,443	\$114
	Summer	1,559	\$11,558	\$11,944	\$386	\$12,117	\$174	\$12,293	\$176
	Average	1,307	\$8,504	\$8,792	\$288	\$8,925	\$133	\$9,060	\$135
Large Industrial (8" meter)	Winter	3,785	\$21,914	\$22,628	\$713	\$22,952	\$325	\$23,278	\$326
	Summer	2,410	\$17,785	\$18,371	\$586	\$18,634	\$263	\$18,898	\$264
	Average	3,327	\$20,538	\$21,209	\$671	\$21,513	\$304	\$21,818	\$305

Calculations may not total due to rounding

**Note:** All bill impacts are for in-city customers.

### **5.3.1. General Service Rate Structure**

The general service rate structure is nearly identical to that for residential customers with a base service charge that varies by meter size and peak and off-peak commodity rates. In general, the discussion in Section 5.2.1 on these two rate components is applicable to general service rates.

The primary difference between the two rate structures is that general service customers do not have tiered peak rates<sup>7</sup>; all peak consumption is charged at a single rate. In addition, the general service base service charge progression includes several larger meter rates which are not applicable to residential customers.

### **5.3.2. General Service Increase**

This rate study proposes increases in general service commodity and base service charges. Inside city general service rates are shown in **Table 5-6**:

---

<sup>7</sup> The residential first tier peak rate is intended as a “lifeline” rate and as such does not apply to general service. The third-tier peak rate is intended to capture “excessive” or “wasteful” water consumption. Because each general service customer has a different level of consumption, SPU would not be able to set a threshold amount above which consumption is considered excessive.

**Table 5-6**  
**Proposed General Service Rates**

	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
	<b>Rates</b>	<b>Rates</b>	<b>Rates</b>	<b>Rates</b>
<b><u>Commodity</u></b>				
<b>Off-Peak (\$/ccf)</b>	\$5.72	\$5.90	\$5.98	\$6.06
<b>Peak (\$/ccf)</b>	\$7.27	\$7.50	\$7.60	\$7.70
<b><u>Base Service Charge</u></b>				
3/4 inch	\$19.55	\$21.90	\$23.50	\$25.20
1 inch	\$20.15	\$22.60	\$24.25	\$26.00
1 1/2 inch	\$31.10	\$34.80	\$37.35	\$40.05
2 inch	\$34.40	\$38.55	\$41.40	\$44.35
3 inch	\$127.45	\$143.00	\$153.00	\$164.00
4 inch	\$182.60	\$205.00	\$219.00	\$235.00
6 inch	\$225.00	\$252.00	\$270.00	\$290.00
8 inch	\$264.00	\$296.00	\$318.00	\$341.00
10 inch	\$323.00	\$362.00	\$389.00	\$417.00
12 inch	\$436.00	\$489.00	\$525.00	\$562.00
16 inch	\$490.00	\$549.00	\$589.00	\$631.00
20 inch	\$614.00	\$627.00	\$672.00	\$721.00
24 inch	\$771.00	\$771.00	\$771.00	\$819.00

**Note:** All rates above are in-city.

### **5.3.3. General Service Sub-Classes**

As with residential accounts, most Seattle Public Utilities general service customers are located within City limits (about 21,500 accounts). In addition, SPU directly provides water service to 600 general service customers in the City of Shoreline and City of Lake Forest Park, 35 general service customers in Burien, one general service customer in Mercer Island, and 370 other general service customers outside of City boundaries. Similar to residential accounts, Shoreline and Lake Forest Park general service customers pay a 21 percent surcharge over the in-city general service meter and commodity rates, Burien customers pay a 24 percent surcharge, and other outside-City customers pay a 14 percent surcharge. For further details, see Section 5.2.3.

#### **City of Mercer Island Rates**

SPU sets the base service and commodity rates for one Mercer Island general service customer approximately 20 percent higher than in-city rates. This rate surcharge is based on the 14 percent out-of-city surcharge (discussed in Section 5.2.3) plus an additional 5.3 percent to cover City of Mercer Island utility taxes.

All revenues from this utility tax are paid to the City of Mercer Island, and neither Seattle nor any water customer outside of Mercer Island receives a benefit from the associated revenue.

#### 5.4. Private Fire Rate Design

Private fire rates are charged for water service to fire sprinkler systems located on a customer's property. Private fire service customers pay a **flat monthly meter base charge** which varies with meter size. This base fee includes an allowance for water consumption for testing and pump cooling. The monthly allowance is five ccf for meters up to six inches and 10 ccf for meters eight inches and larger. A **penalty charge** (\$20.00/ccf) is assessed on non-fire related consumption in excess of the allowed amounts.

Fire service rates are not proposed to change in this study as current revenue is enough to meet the revenue target for the class. Fire service rates for inside city customers are presented in **Table 5-7** below.

**Table 5-7**  
**Proposed Private Fire Rates**

	<b>2023 Rates</b>	<b>2024 Rates</b>	<b>2025 Rates</b>	<b>2026 Rates</b>
<b><u>Commodity</u></b>				
<b>Penalty Charge (\$/ccf)</b>	\$20.00	\$20.00	\$20.00	\$20.00
<b><u>Base Service Charge</u></b>				
2 inch and smaller	\$17.75	\$17.75	\$17.75	\$17.75
3 inch	\$17.75	\$17.75	\$17.75	\$17.75
4 inch	\$17.75	\$17.75	\$17.75	\$17.75
6 inch	\$17.75	\$17.75	\$17.75	\$17.75
8 inch	\$23.00	\$23.00	\$23.00	\$23.00
10 inch	\$43.00	\$43.00	\$43.00	\$43.00
12 inch	\$73.00	\$73.00	\$73.00	\$73.00

**Note:** All rates above are in-city.

Private fire service rate schedules by subclass are found in **Appendix C** of this study.

Like other retail customers, Shoreline and Lake Forest Park private fire customers pay a 21 percent differential over the in-city private fire rates, Burien customers pay a 24 percent surcharge, and other outside-city customers pay a 14 percent differential. For further details, see Section 5.2.3.

#### 5.5. Public Fire Rate Design (Hydrants)

Fire hydrants provide water used by public fire departments to fight fires. Most fire hydrants owned by SPU are located within the City of Seattle. The majority of other hydrants are in retail service areas just north or south of the city limits. In order to more closely associate the cost of providing water for firefighting with the customers that use this water, SPU directly charges local governments an annual fee for public fire service. Charging local governments for the public fire service within their jurisdiction ensures that this portion of revenue target is not borne by Seattle's retail customers.

### 5.5.1. Rate Structure

Public fire customers are charged **a flat annual fee** which varies based on the size of main attached to the hydrant and jurisdiction where located. SPU has established two different flat rates for fire service to reflect both service level and cost differences between four-inch and larger mains<sup>8</sup>. Four-inch mains provide substantially lower fire flows than larger mains. In addition, four-inch mains, while sufficient for domestic service, generally do not meet current state installation standards for mains supporting hydrants. Consequently, all of the cost of over-sizing water mains to provide fire flow, about half of total hydrant service cost, is assigned to larger mains. The remaining costs are shared between two rates based on the number of units, or hydrants. Hydrants connected to larger mains currently account for about 99 percent of all units within the SPU service area. Hydrants in Burien are charged a higher fee to recover the cost of utility taxes in the city.

### 5.5.2. Public Fire Rate Increase

This study proposes increases in each year of the rate study. The rate increase for large-main hydrants is greater than the increase for the 4-inch main rate in 2024. The rates increase evenly in 2025 and 2026.

**Table 5-8** presents the calculation for proposed 2024, 2025, and 2026 public fire rates.

All public fire hydrants within the SPU retail service area are used to calculate and set hydrant rates. However, due to indemnification language in their franchise agreements, SPU does not charge King County, Shoreline, and Lake Forest Park for hydrant service. Per *Lane v Seattle*, the costs of providing, maintaining, and operating these hydrants are considered a “cost of doing business” in these areas.

**Table 5-8**  
**Calculation of Proposed Public Fire Rates**

	2023*		2024		2025		2026	
	4-Inch	Larger Mains	4-Inch	Larger Mains	4-Inch	Larger Mains	4-Inch	Larger Mains
Revenue Requirement	\$108,513	\$12,926,850	\$110,387	\$13,084,464	\$113,960	\$13,507,991	\$116,346	\$13,790,852
Meter Count	208	18,613	209	18,609	209	18,609	209	18,609
Meter Rate	\$521.70	\$694.51	\$528.17	\$703.13	\$545.26	\$725.88	\$556.68	\$741.09

\* 2023 assumptions used in the 2022-2023 rate study

**Note:** All rates above are in-city.

**Table 5-9** presents projected annual bills for public fire customers at proposed rates.

**Table 5-9**  
**Annual Public Fire Bills at Proposed Rates**

	Hydrant Count			2023*	2024	2025	2026
	4-Inch Mains	Larger Mains	Total	Bill	Bill	Bill	Bill
Seattle	118	17,189	17,307	\$12,012,801	\$12,148,349	\$12,541,576	\$12,804,200
Burien	40	122	162	\$115,347	\$116,204	\$119,966	\$122,478

\* 2023 assumptions used in the 2022-2023 rate study

<sup>8</sup> State requirements for hydrant service have become progressively more stringent over the last century. Four-inch mains were considered sufficient to provide fire flows when originally installed. Now, a minimum of six inches is required. Most areas with both domestic and fire flow demands require a minimum of eight-inch mains.

## APPENDIX A: COST ALLOCATION DETAILS

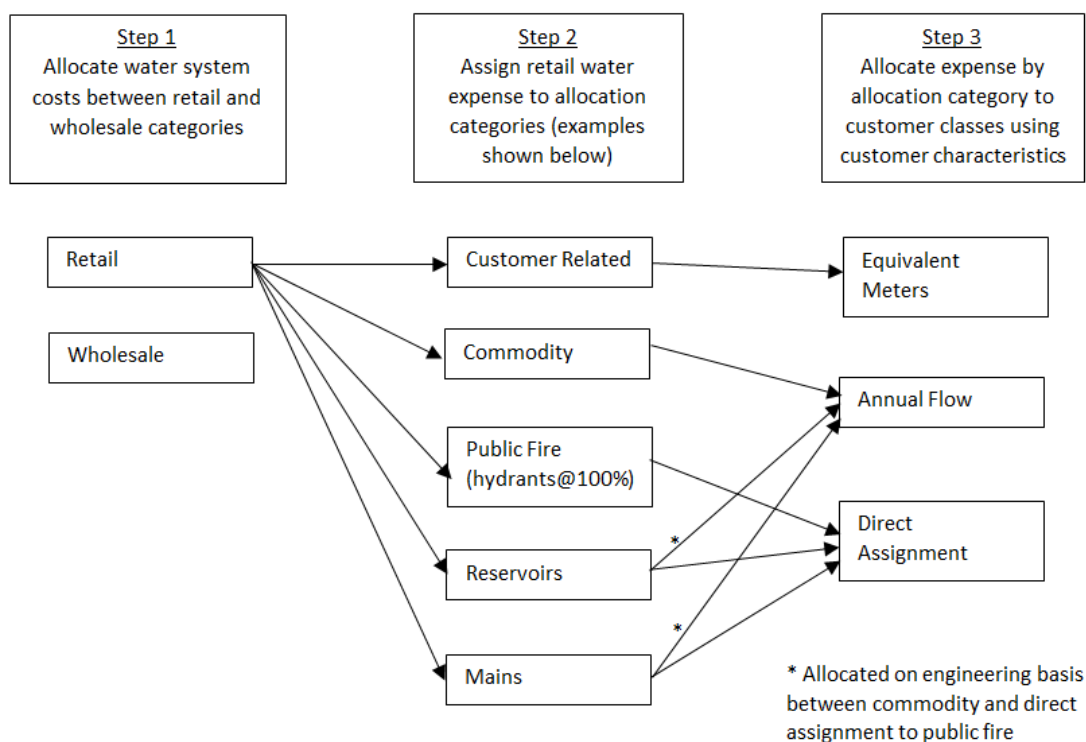
Chapter 4 contained an overview of how the 2024-2026 water revenue targets were allocated to each cost category. This Appendix provides the detail behind those allocations.

SPU uses embedded, or historical cost of service from a test year (2019 for this rate study), to determine the percentage of revenue to be assigned to each customer class in the rate-setting period. The costs from the test year are broken into service-based allocation categories that are then allocated to cost categories based on defined customer characteristics. The resulting percentages from the test year are then applied to the 2024-2026 revenue targets.

Three steps are required to determine the revenue split between test year cost component categories:

1. Allocation of water system expense into retail and wholesale buckets.
2. Allocation of retail water expense between different allocation categories.
3. Allocation of the cost assigned to each allocation category between cost categories.

**Figure A1-1**  
**Assignment of Water System Expense to Cost Component Categories**  
**Allocation Steps**



Prior to launching into the details of the separate steps, however, it is important to provide some context.



### A1.1. Cost Allocation Context

The test year cost of service is calculated using a utility-based cost method whereby test year revenue (or total cost) is the sum of three components: O&M expense, depreciation expense, and a return on plant in service. The cost allocation steps described in Sections A1.2 through A1.4 are applied separately to each of the three cost components. Below is a description of each of these components within the context of the current rate study.

**O&M.** Total O&M spending is equal to O&M presented in the test year (2019) Water Fund audited financial statements, excluding debt service, depreciation, and certain accrued expenses.

**Depreciation (use of capital assets).** Total depreciation is equal to the amount presented in the 2019 Water Fund audited financial statements, excluding depreciation on contributed assets (those assets, such as water meters, whose installation was paid for directly by individual customers).

**Return on Assets.** This is the result of applying an “interest rate” (rate-of-return or ROR) to the net book value of plant in service. Plant in service is equal to the amount presented in the 2019 audited financial statements, excluding contributed assets. Two rates of return are used in this cost allocation. “Regional” assets (assets that are shared with the wholesale customers and whose costs are allocated to wholesale – primarily watersheds and transmission assets) use the rate-of-return as defined in the wholesale contracts (5.9 percent in 2019). The rate-of-return on retail assets (i.e., everything that is not regional) is adjusted so that the total rate-of-return is equal to the difference between the adjusted retail service revenue<sup>9</sup> and the sum of O&M and depreciation in the test year. Therefore,

$$\begin{aligned} & \text{(Retail portion of Regional Assets*Regional ROR)} \\ & + \text{(Retail assets*Retail ROR)} \\ & + \text{Retail portion of Depreciation} \\ & + \text{Retail portion of O\&M} \\ & = \text{Adjusted Retail Revenue} \end{aligned}$$

where all values are for the 2019 test year.

The rate-of-return on only retail assets for 2019 is 4.5 percent.

### A1.2. Step One: Water System Expense Allocation

The first step is to allocate test year expenses between wholesale and retail. This is similar to the split that is done to determine the wholesale revenue requirement for each year of the rate study.

Both wholesale customers (suburban municipalities and water districts) and Seattle’s direct service retail customers share the cost of the “regional” portion of Seattle’s water system, including facilities such as the watersheds and transmission pipelines. In addition, the system includes certain “subregional” assets, such as the West Seattle and Des Moines pipelines, which serve both Seattle retail customers and wholesale customers in the applicable subregions.

---

<sup>9</sup> Industry standards allow for adjustments to test periods for known and quantifiable changes. Revenue in 2019, the test year, was significantly above the level necessary to meet all financial policies. The adjustment to 2019 revenue, \$22.5 million, reduced revenue to the level that just met all financial policy targets.

This step begins by assigning O&M and asset costs (depreciation and return on plant) to regional, subregional, and retail buckets. The regional O&M costs are then “grossed up” using various multipliers specified in the contracts to reimburse the Water Fund for additional general and administrative overhead costs not directly included in the regional bucket. The mechanics of this are similar to the G&A allocation used for CIP, including the need to create a corresponding regional credit to avoid counting expenses twice.

The resulting regional costs, subregional costs, and regional credit are then split by annual flows (as per contracts) between wholesale and retail customers. For 2019, 52 percent of regional costs went to wholesale and 48 percent to retail. The 2019 split of all subregional costs was 14 percent to wholesale and 86 percent to retail. The portion of the regional credit that retail receives is the amount it would pay under the contracts as a wholesale customer, so it is 48 percent.

Table **A1-1** presents Seattle’s share of combined O&M, depreciation, and return on asset expense in the 2019 test year.

**Table A1-1**  
**Seattle’s Share of Water System Utility-based Expense (2019)**

	System Expense		Retail Share
Regional Expense	87,748,518	48.3%	42,351,959
Regional Credit	(14,306,789)	48.3%	(6,905,194)
Sub-regional Expense	3,899,719	85.9%	3,349,335
Retail Expense	120,303,131	100.0%	120,303,131
<b>Total</b>	<b>197,644,578</b>		<b>159,099,231</b>

### **A1.3. Step Two: Allocation of Retail Expense to Allocation Categories**

In Step Two, the retail share of each O&M activity and water asset (for depreciation and return on plant allocation) during the test year is assigned to one of seven allocation categories. This is an intermediate step which groups assets and services to then be allocated using customer characteristics (described in section A1.4). **Table A1-2** presents the distribution of actual 2019 retail expense between the various allocation categories.

**Table A1-2**  
**2019 Retail Water Expense by Allocation Category**

Allocation Categories	O&M	Depreciation	Return on Plant	Total Retail Expense
Commodity	27,550,658	13,003,490	18,070,447	58,624,595
Accounts	9,669,608	8,761,919	7,024,165	25,455,692
Public Fire	1,717,601	125,729	202,225	2,045,555
Reservoirs	1,436,660	2,328,583	3,899,114	7,664,357
Mains	3,570,688	1,571,684	3,730,524	8,872,896
Asset Composite	18,111,364	-	-	18,111,364
Overall Composite	25,796,664	5,923,666	6,604,443	38,324,772
<b>Total</b>	<b>87,853,242</b>	<b>31,715,071</b>	<b>39,530,918</b>	<b>159,099,231</b>

**A1.4. Step Three: Allocation of Expense by Allocation Category to Cost Component Categories**

In Step Three, each allocation category from Step Two is distributed between the cost component categories. Some of these are fairly straightforward (e.g., commodity is allocated by annual flow) and some are a little more complicated. The details of each assignment follow in **Table A1-3**.

**Table A1-3**  
**Allocation Factors for Assignment of Retail Expense**  
**To Cost Component Categories**

Allocation Categories	Annual Flow	Equivalent Meters	Direct/ Engineering Basis
Commodity	100.0%		
Accounts		100.0%	
Public Fire			100.0%
Reservoirs	99.7%		0.3%
Mains	58.3%		41.7%
Asset Composite	68.9%	26.6%	4.5%
Overall Composite	69.5%	25.1%	5.5%

**Commodity.** This category is primarily made up of the regional and subregional costs identified in Step One. These costs are assigned to the commodity category because annual flow is what determines the split of costs between wholesale and retail customers.

**Accounts.** This category contains costs such as service replacements and meter testing and repair, which vary by meter size. It also includes customer related expenses which do not vary significantly with water usage or meter size, such as the Water Fund's share of the CCB billing system, communication equipment (Interactive Voice Response) and other IT investments. Costs are allocated using a factor called "equivalent meters" that assigns a higher weight to larger meters. Additional details on equivalent meters are in Section A1.5.

**Public Fire.** These categories include expenses which are directly attributable to public fire service, such as hydrant repair and flow testing.

**Reservoirs.** Reservoirs provide a source of water during fires as well as water for domestic purposes.

Their cost is allocated to these uses based on an engineering analysis of the proportion of capacity devoted to each use. Further information on this allocator is in Section A1.6.

**Mains.** Watermains are sized to meet fire flow requirements and domestic demands for water. The cost for this allocation category is split between public fire and annual flow categories based on the proportional share of total installed main cost attributed to fire uses and to domestic uses. Section A1.7 contains a detailed description of this calculation.

**Asset Composite.** This category includes items that support the Water Fund's asset base, such as Maximo and the stage gate process. The allocation among customer characteristics is the average allocation of all previously assigned asset costs.

**Overall Composite.** This category includes costs that support the overall Water Fund, such as Finance and the General Manager/CEO's Office. The allocation among customer characteristics is the average allocation of all costs.

The application of the allocation factors identified in Table A1-2 to the test year (2019) expense by allocation category in Table A1-3 gives us the distribution of actual test year costs between cost component categories, as presented in **Table A1-4** below.

**Table A1-4**  
**Retail Component Cost Allocation**  
**2019 Cost of Service (O&M + Depreciation + Rate-of-Return)**

<b>Allocation Categories</b>	<b>Total Retail Expense</b>	<b>Annual Flow</b>	<b>Equivalent Meters</b>	<b>Direct/ Engineering Basis</b>
Commodity	58,624,595	58,624,595		
Accounts	25,455,692		25,455,692	
Public Fire	2,045,555			2,045,555
Reservoirs	7,664,357	7,641,364		22,993
Mains	8,872,896	5,175,770		3,697,127
Asset Composite	18,111,364	12,476,787	4,811,081	823,496
Overall Composite	38,324,772	26,629,454	9,604,408	2,090,910
<b>Total</b>	<b>159,099,231</b>	<b>110,547,969</b>	<b>39,871,181</b>	<b>8,680,081</b>

These costs are then divided among customer classes based on the characteristics of each customer class. This step is discussed in detail in Sections 4.1 and 4.2.

#### **A1.5. Calculation of Equivalent Meters Allocator**

Section 4.3 in Chapter 4 discusses the use of the equivalent meters allocator to assign certain customer-service related expenses between customer classes.

For customer related expenses, a hybrid allocator was used to reflect that some costs vary with meter size (e.g., meter repair), and some do not (e.g., customer billing). The first step was to calculate the percentage of meters by customer class, with private fire discounted 50% to reflect that these meters are typically secondary meters on a domestic account.

**Table A1-5**  
**Step 1 of Equivalent Meters Calculation - Meters by Customer Class**

	0.75	1	1.5	2	3	4	6	8	10	12	16	20	24	Total	Percentage
Residential	150,313	17,822	1,413	515	1	1	1	1	-	-	-	-	-	170,067	87%
General Service	6,648	5,080	3,765	4,925	477	1,079	400	133	34	9	-	2	-	22,552	12%
Private Fire @50%	466	1	4	301	11	753	618	329	12	3	-	-	-	2,497	1%
<b>Total</b>	<b>157,427</b>	<b>22,903</b>	<b>5,182</b>	<b>5,741</b>	<b>489</b>	<b>1,833</b>	<b>1,019</b>	<b>463</b>	<b>46</b>	<b>12</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>195,116</b>	<b>100%</b>

Step two is to calculate the percentage of meters per customer class after weighting the meter counts using standard American Water Works Association (AWWA) meter progression ratios by meter size. Similar to step one, the private fire ratios were discounted 75% to reflect that these meters are typically secondary meters on a domestic account and typically use very little water.

**Table A1-6**  
**Step 2 of Equivalent Meters Calculation – Weighted Meter Counts by Customer Class**

	0.75	1	1.5	2	3	4	6	8	10	12	16	20	24	Total
Residential Count	150,313	17,822	1,413	515	1	1	1	1	-	-	-	-	-	
Weighting Factor	1.0	1.7	3.3	5.3	10.0	16.7	33.3	53.3	76.7	143.3	250.0	325.0	420.0	
<b>Residential Weighted Count</b>	<b>150,313</b>	<b>30,297</b>	<b>4,663</b>	<b>2,730</b>	<b>10</b>	<b>17</b>	<b>33</b>	<b>53</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>188,116</b>

	0.75	1	1.5	2	3	4	6	8	10	12	16	20	24	Total
General Service Count	6,648	5,080	3,765	4,925	477	1,079	400	133	34	9	-	2	-	
Weighting Factor	1.0	1.7	3.3	5.3	10.0	16.7	33.3	53.3	76.7	143.3	250.0	325.0	420.0	
<b>Gen Svc Weighted Count</b>	<b>6,648</b>	<b>8,636</b>	<b>12,425</b>	<b>26,103</b>	<b>4,770</b>	<b>18,019</b>	<b>13,320</b>	<b>7,089</b>	<b>2,608</b>	<b>1,290</b>	<b>-</b>	<b>650</b>	<b>-</b>	<b>101,557</b>

	0.75	1	1.5	2	3	4	6	8	10	12	16	20	24	Total
Private Fire Count	932	2	8	602	21	1,506	1,236	658	24	5	-	-	-	
Weighting Factor @25%	0.3	0.4	0.8	1.3	2.5	4.2	8.3	13.3	19.2	35.8	62.5	81.3	105.0	
<b>Private Fire Weighted Count</b>	<b>233</b>	<b>1</b>	<b>7</b>	<b>798</b>	<b>53</b>	<b>6,288</b>	<b>10,290</b>	<b>8,768</b>	<b>460</b>	<b>179</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>27,075</b>

**Table A1-7**  
**Step 2 of Equivalent Meters Calculation – Weighted Meter Percentages**

	Total	Percentage
Residential Weighted Count	188,116	59.4%
Gen Svc Weighted Count	101,557	32.1%
Private Fire Weighted Count	27,075	8.5%
<b>Total</b>	<b>316,748</b>	<b>100%</b>

The last step is to average the results of step one and step two. The hybrid allocator produced is used to allocate customer related expenses between customer classes.

**Table A1-8**  
**Equivalent Meters Allocation Percentage Basis**

	Allocation on Meter Count Basis	Allocation on Weighted Basis	Hybrid Allocation
Residential	87.7%	59.4%	<b>73.6%</b>
General Service	11.6%	32.1%	<b>21.8%</b>
Private Fire	0.6%	8.5%	<b>4.6%</b>

## A1.6. Allocation of Reservoirs to Public Fire

The allocation of reservoirs to public fire was updated for the previous rate study since the reservoir covering projects are nearly complete. (Note that for the rate study, “reservoirs” includes reservoirs, tanks, and standpipes.) From an allocation perspective, there are two types of reservoirs: regional/subregional reservoirs whose costs are shared with wholesale customers and those that are retail only. As discussed in Section 4, the retail portions of regional and subregional assets are considered commodity assets since the wholesale/retail split is determined by consumption. In other words, if a particular retail customer class uses more water, they will cause a higher portion of costs to be allocated to retail customers. Therefore, costs are caused by commodity regardless of the nature of the underlying asset.

For retail only reservoirs, detailed reservoir sizing is used to develop an overall allocation between public fire and commodity. For most reservoirs there is no dedicated fire storage, since water is available to the reservoir under gravity flow. It is only reservoirs that rely on pumped water for refill that have a dedicated amount of storage for public fire. That amount of dedicated storage is determined as 8,000 gpm for 15 minutes (equal to 0.12 MG), which is the response time needed to restore water flow to each of the non-gravity supplied reservoirs by remote start of a diesel pump or by activating a turbine driven pump. **Table A1-9** is based on reservoir data from SPU’s 2013 Water System Plan.

**Table A1-9**  
**Reservoir Capacities**

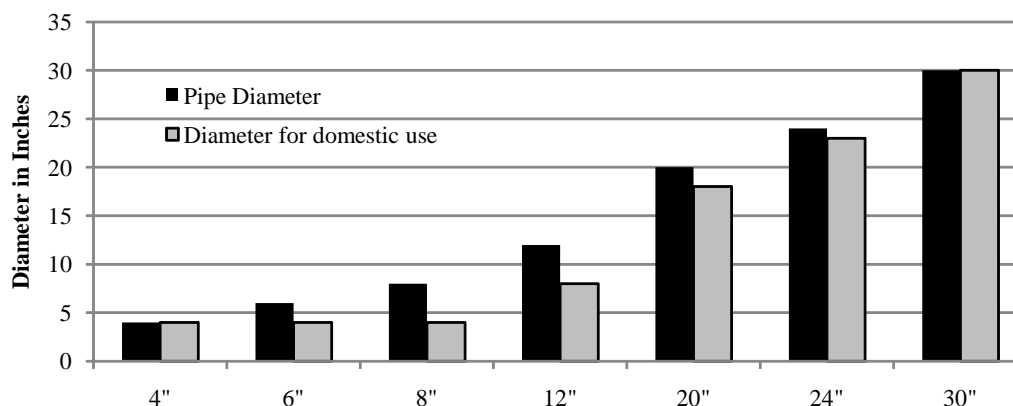
Millions of Gallons (MG)	Capacity	Storage Required
Retail Reservoirs		
Bitter Lake	21.30	N/A
Beacon	50.00	N/A
Lincoln	12.70	N/A
Magnolia	5.50	0.12
Myrtle	5.00	0.12
View Ridge	2.50	N/A
Roosevelt	50.30	N/A
Volunteer	20.50	N/A
Retail Tanks		
Charlestown	1.30	0.12
Queen Anne	1.90	0.12
North Trenton	1.20	N/A
South Trenton	1.20	N/A
Volunteer Park	0.90	0.12
Magnolia Bluff	1.00	N/A
Total	175.30	0.60
Percentage allocated to Public Fire		0.3%

### A1.7. Calculation of Watermains Allocator

Watermains are sized to meet fire flow requirements and domestic demands for water. In sizing the watermain, the pipe must have sufficient capacity to meet two separate criteria: (i) peak hour domestic demand and (ii) peak day domestic demand + fire flow requirements. For medium and small-size pipes (8 inch diameter or less) the second criteria will be the binding constraint. For larger size pipe (i.e., pipes that are serving very large areas or areas with very dense developments), the first criteria (peak hour demand) will be the binding constraint.

The most common size pipe in Seattle’s system is, by far, an 8 inch diameter pipe. In areas served by 8 inch mains, domestic peak hour flows, i.e., the first criteria, can typically be met with 4 inch mains. The oversizing from 4 inch to 8 inch is needed to meet the second criteria. Taking into account that hydraulic capacity grows exponentially with the diameter of the pipe, this means about 25 percent of the 8 inch pipe is serving domestic flows and 75 percent is providing fire protection. Pipes smaller than 8 inch were installed on the system when the fire flow requirements were lower than they are today. For this allocation exercise, the cost of 4 inch mains were assigned to domestic service and the increased size of 6 inch mains were assigned to public fire protection. For pipes larger than 8 inch, the share of capacity needed for fire flows shrinks until we reach pipes with diameters of 30 inches or more. The graph below shows the relationship between pipe size and fire flow requirements expressed in diameters.

**Figure A1-2**  
**Actual Pipe Diameters Versus Diameter Required for Domestic Use**



Pipe Diameter	4	6	8	12	20	24	30
Diameter for domestic use	4	4	4	8	18	23	30
Capacity for domestic use	100%	44%	25%	44%	81%	92%	100%

The cost of watermains is split between fire protection and domestic uses based on each group’s proportionate share of total watermain asset value. The calculation of this asset value takes into account the shares of hydraulic capacity discussed above. The steps to determining the appropriate allocation for watermain assets are as follows:

1. Estimate net book value by pipe size for all the mains in the system. SPU financial systems track net book value for total water mains, but not by pipe size. For the purposes of this allocation, net book value by pipe size is estimated by applying estimated accumulated depreciation to estimated replacement cost by pipe size. An adjustment factor is then applied in order to adjust

each pipe size so that the total estimated net book value equals actual total watermain net book value as of 12/31/19. Estimated replacement cost by pipe size is determined as follows:

$$\text{Estimated Replacement Cost} = (\$/\text{LF}_d) \times (\text{LF}_d)$$

Where  $\$/\text{LF}_d$  = the replacement cost per lineal feet of a pipe of diameter 'd,' and  
 $\text{LF}_d$  = the number of lineal feet in the system of pipe of diameter 'd' as of 2019.

Using cost indices by year installed, the replacement cost net book value is converted to an estimated original net book value by year installed.

2. Determine cost associated with fire protection service.

Fire Protection Net Book Value =

$$\sum (\text{Hydraulic Capacity for Fire}_d) \div (\text{Hydraulic Capacity of Pipe}_d) \times (\text{Net Book Value by Pipe Length})$$

3. Determine the proportion of the watermain net book value devoted to fire protection.

Proportion of costs for fire protection =

$$(\text{Fire Protection Net Book Value}) \div (\text{Total Net Book Value})$$

The percentage share determined in Step Three is then used to assign watermain costs to fire protection. Using the above methodology, the cost share assigned to fire protection for this rate period is 42 percent.



## APPENDIX B: INFORMATIONAL TABLES

### B1.1. Residential Rate History

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>Residential - Inside Seattle</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$4.04	\$4.50	\$4.99	\$5.06	\$5.15	\$5.20	\$5.27	\$5.40	\$5.56	\$5.76
Peak 1st Block	\$4.34	\$4.73	\$5.13	\$5.20	\$5.29	\$5.33	\$5.41	\$5.55	\$5.71	\$5.92
Peak 2nd Block	\$5.15	\$5.72	\$6.34	\$6.43	\$6.54	\$6.59	\$6.69	\$6.86	\$7.06	\$7.32
Peak 3rd Block	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80	\$11.80
<u>Meter Charge (\$s/mtr/mo)</u>										
3/4 inch	\$13.25	\$13.50	\$13.75	\$14.15	\$15.15	\$16.10	\$17.15	\$18.45	\$19.00	\$19.60
1 inch	\$13.65	\$13.90	\$14.20	\$14.60	\$15.60	\$16.60	\$17.70	\$19.00	\$19.60	\$20.20
1 1/2 inch	\$21.05	\$21.45	\$21.85	\$22.50	\$24.10	\$25.60	\$27.25	\$29.35	\$30.20	\$31.15
2 inch	\$23.35	\$23.75	\$24.20	\$24.90	\$26.65	\$28.35	\$30.20	\$32.50	\$33.45	\$34.50
3 inch	\$86.35	\$88.00	\$89.65	\$92.25	\$98.80	\$104.95	\$111.80	\$120.30	\$123.90	\$127.80
4 inch	\$123.75	\$126.10	\$128.45	\$132.15	\$141.50	\$150.40	\$160.20	\$172.35	\$177.45	\$183.05
<u>Utility Credit</u>										
Fixed Credit (per month)	\$16.97	\$18.19	\$19.46	\$19.84	\$20.56	\$21.15	\$12.86	\$22.85	\$23.52	\$24.33
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$2.02	\$2.25	\$2.50	\$2.53	\$2.58	\$2.60	\$2.64	\$2.70	\$2.78	\$2.88
Peak 1st Block	\$2.17	\$2.37	\$2.57	\$2.60	\$2.65	\$2.67	\$2.71	\$2.78	\$2.86	\$2.96
Peak 2nd Block	\$2.58	\$2.86	\$3.17	\$3.22	\$3.27	\$3.30	\$3.35	\$3.43	\$3.53	\$3.66
Peak 3rd Block	\$5.90	\$5.90	\$5.90	\$5.90	\$5.90	\$5.90	\$5.90	\$5.90	\$5.90	\$5.90
Meter Charges (Discount)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>Residential - Outside Seattle</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$4.61	\$5.13	\$5.69	\$5.77	\$5.87	\$5.93	\$6.01	\$6.16	\$6.34	\$6.57
Peak 1st Block	\$4.95	\$5.39	\$5.85	\$5.93	\$6.03	\$6.08	\$6.17	\$6.33	\$6.51	\$6.75
Peak 2nd Block	\$5.87	\$6.52	\$7.23	\$7.33	\$7.46	\$7.51	\$7.63	\$7.82	\$8.05	\$8.34
Peak 3rd Block	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45
<u>Meter Charge (\$s/mtr/mo)</u>										
3/4 inch	\$15.10	\$15.40	\$15.70	\$16.15	\$17.25	\$18.35	\$19.55	\$21.05	\$21.65	\$22.35
1 inch	\$15.55	\$15.85	\$16.20	\$16.65	\$17.80	\$18.90	\$20.20	\$21.65	\$22.35	\$23.05
1 1/2 inch	\$24.00	\$24.45	\$24.90	\$25.65	\$27.45	\$29.20	\$31.05	\$33.45	\$34.45	\$35.50
2 inch	\$26.60	\$27.10	\$27.60	\$28.40	\$30.40	\$32.30	\$34.45	\$37.05	\$38.15	\$39.35
3 inch	\$98.45	\$100.30	\$102.20	\$105.15	\$112.65	\$119.65	\$127.45	\$137.15	\$141.25	\$145.70
4 inch	\$141.10	\$143.75	\$146.45	\$150.65	\$161.30	\$171.45	\$182.65	\$196.50	\$202.30	\$208.70
<u>Utility Credit</u>										
Fixed Credit (per month)	\$16.97	\$18.19	\$19.46	\$19.84	\$20.56	\$21.15	\$12.86	\$22.85	\$23.52	\$24.33
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$2.31	\$2.57	\$2.85	\$2.89	\$2.94	\$2.97	\$3.01	\$3.08	\$3.17	\$3.29
Peak 1st Block	\$2.48	\$2.70	\$2.93	\$2.97	\$3.02	\$3.04	\$3.09	\$3.17	\$3.26	\$3.38
Peak 2nd Block	\$2.94	\$3.26	\$3.62	\$3.67	\$3.73	\$3.76	\$3.82	\$3.91	\$4.03	\$4.17
Peak 3rd Block	\$6.73	\$6.73	\$6.73	\$6.73	\$6.73	\$6.73	\$6.73	\$6.73	\$6.73	\$6.73
Meter Charges (Discount)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>Residential - Shoreline, Lake Forest Park</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$4.90	\$5.46	\$6.05	\$6.14	\$6.25	\$6.31	\$6.39	\$6.55	\$6.74	\$6.99
Peak 1st Block	\$5.26	\$5.74	\$6.22	\$6.31	\$6.42	\$6.46	\$6.56	\$6.73	\$6.92	\$7.18
Peak 2nd Block	\$6.25	\$6.94	\$7.69	\$7.80	\$7.93	\$7.99	\$8.11	\$8.32	\$8.56	\$8.88
Peak 3rd Block	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31
<u>Meter Charge (\$s/mtr/mo)</u>										
3/4 inch	\$16.05	\$16.35	\$16.70	\$17.15	\$18.35	\$19.55	\$20.80	\$22.40	\$23.05	\$23.75
1 inch	\$16.55	\$16.85	\$17.20	\$17.70	\$18.90	\$20.15	\$21.45	\$23.05	\$23.75	\$24.50
1 1/2 inch	\$25.55	\$26.00	\$26.50	\$27.30	\$29.25	\$31.05	\$33.05	\$35.60	\$36.65	\$37.80
2 inch	\$28.30	\$28.80	\$29.35	\$30.20	\$32.30	\$34.40	\$36.65	\$39.40	\$40.55	\$41.85
3 inch	\$104.70	\$106.70	\$108.70	\$111.90	\$119.80	\$127.30	\$135.60	\$145.90	\$150.25	\$155.00
4 inch	\$150.10	\$152.95	\$155.80	\$160.25	\$171.60	\$182.40	\$194.30	\$209.00	\$215.20	\$222.00
<u>Utility Credit</u>										
Fixed Credit (per month)	\$16.97	\$18.19	\$19.46	\$19.84	\$20.56	\$21.15	\$21.86	\$22.85	\$23.52	\$24.33
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$2.45	\$2.73	\$3.03	\$3.07	\$3.13	\$3.16	\$3.20	\$3.28	\$3.37	\$3.50
Peak 1st Block	\$2.63	\$2.87	\$3.11	\$3.16	\$3.21	\$3.23	\$3.28	\$3.37	\$3.46	\$3.59
Peak 2nd Block	\$3.13	\$3.47	\$3.85	\$3.90	\$3.97	\$4.00	\$4.06	\$4.16	\$4.28	\$4.44
Peak 3rd Block	\$7.16	\$7.16	\$7.16	\$7.16	\$7.16	\$7.16	\$7.16	\$7.16	\$7.16	\$7.16
Meter Charges (Discount)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
<u>Master Metered Residential Development</u>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$4.90	\$5.46	\$6.05	\$6.14	\$6.25	\$6.31	\$6.39	\$6.55	\$6.74	\$6.99
Peak 1st Block	\$5.26	\$5.74	\$6.22	\$6.31	\$6.42	\$6.46	\$6.56	\$6.73	\$6.92	\$7.18
Peak 2nd Block	\$6.25	\$6.94	\$7.69	\$7.80	\$7.93	\$7.99	\$8.11	\$8.32	\$8.56	\$8.88
Peak 3rd Block	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31	\$14.31
Meter Charges (See above)										

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>Residential - Burien</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	NA	NA	NA	NA	NA	NA	NA	NA	\$6.89	\$7.33
Peak 1st Block	NA	NA	NA	NA	NA	NA	NA	NA	\$7.08	\$7.53
Peak 2nd Block	NA	NA	NA	NA	NA	NA	NA	NA	\$8.75	\$9.26
Peak 3rd Block	NA	NA	NA	NA	NA	NA	NA	NA	\$14.62	\$14.31
<u>Meter Charge (\$s/mtr/mo)</u>										
3/4 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$23.55	\$24.85
1 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$24.30	\$25.60
1 1/2 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$37.40	\$39.15
2 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$41.45	\$43.30
3 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$153.55	\$159.35
4 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$219.90	\$227.80
<u>Utility Credit</u>										
Fixed Credit (per month)	NA	NA	NA	NA	NA	NA	NA	NA	\$23.52	\$22.85
<u>Commodity Rate (per ccf)</u>										
Off-Peak	NA	NA	NA	NA	NA	NA	NA	NA	\$3.45	\$3.67
Peak 1st Block	NA	NA	NA	NA	NA	NA	NA	NA	\$3.54	\$3.77
Peak 2nd Block	NA	NA	NA	NA	NA	NA	NA	NA	\$4.38	\$4.63
Peak 3rd Block	NA	NA	NA	NA	NA	NA	NA	NA	\$7.31	\$7.16
Meter Charges (See above)	NA	NA	NA	NA	NA	NA	NA	NA	50%	50%

## B1.2. General Service Rate History

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>General Service - Inside Seattle</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$4.04	\$4.50	\$4.99	\$5.06	\$5.15	\$5.20	\$5.27	\$5.40	\$5.52	\$5.72
Peak	\$5.15	\$5.72	\$6.34	\$6.43	\$6.54	\$6.59	\$6.69	\$6.86	\$7.01	\$7.27
<u>Meter Charge (\$s/mtr/mo)</u>										
3/4 inch	\$13.25	\$13.50	\$13.75	\$14.15	\$15.15	\$16.10	\$17.15	\$18.45	\$18.85	\$19.55
1 inch	\$13.65	\$13.90	\$14.20	\$14.60	\$15.60	\$16.60	\$17.70	\$19.00	\$19.45	\$20.15
1 1/2 inch	\$21.05	\$21.45	\$21.85	\$22.50	\$24.10	\$25.60	\$27.25	\$29.35	\$29.95	\$31.10
2 inch	\$23.35	\$23.75	\$24.20	\$24.90	\$26.65	\$28.35	\$30.20	\$32.50	\$33.20	\$34.40
3 inch	\$86.35	\$88.00	\$89.65	\$92.25	\$98.80	\$104.95	\$111.80	\$120.30	\$122.90	\$127.45
4 inch	\$123.75	\$126.10	\$128.45	\$132.15	\$141.50	\$150.40	\$160.20	\$172.35	\$176.05	\$182.60
6 inch	\$152.30	\$155.15	\$158.05	\$162.65	\$174.10	\$185.05	\$197.10	\$212.00	\$217.00	\$225.00
8 inch	\$199.00	\$199.00	\$199.00	\$199.00	\$205.00	\$218.00	\$232.00	\$250.00	\$255.00	\$264.00
10 inch	\$297.00	\$297.00	\$297.00	\$297.00	\$297.00	\$297.00	\$297.00	\$305.00	\$312.00	\$323.00
12 inch	\$402.00	\$402.00	\$402.00	\$402.00	\$402.00	\$402.00	\$402.00	\$412.00	\$421.00	\$436.00
16 inch	\$477.00	\$477.00	\$477.00	\$477.00	\$477.00	\$477.00	\$477.00	\$477.00	\$477.00	\$490.00
20 inch	\$614.00	\$614.00	\$614.00	\$614.00	\$614.00	\$614.00	\$614.00	\$614.00	\$614.00	\$614.00
24 inch	\$771.00	\$771.00	\$771.00	\$771.00	\$771.00	\$771.00	\$771.00	\$771.00	\$771.00	\$771.00
<b>Utility Credit - Inside &amp; Outside (Fixed Credit per month)</b>										
Commercial (Multifamily)	\$10.14	\$11.22	\$12.38	\$12.38	\$12.38	\$12.38	\$12.38	\$12.50	\$12.78	\$13.25

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>General Service - Outside Seattle</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$4.61	\$5.13	\$5.69	\$5.77	\$5.87	\$5.93	\$6.01	\$6.16	\$6.29	\$6.52
Peak	\$5.87	\$6.52	\$7.23	\$7.33	\$7.46	\$7.51	\$7.63	\$7.82	\$7.99	\$8.29
<u>Meter Charge (\$s/mtr/mo)</u>										
3/4 inch	\$15.10	\$15.40	\$15.70	\$16.15	\$17.25	\$18.35	\$19.55	\$21.05	\$21.50	\$22.30
1 inch	\$15.55	\$15.85	\$16.20	\$16.65	\$17.80	\$18.90	\$20.20	\$21.65	\$22.15	\$22.95
1 1/2 inch	\$24.00	\$24.45	\$24.90	\$25.65	\$27.45	\$29.20	\$31.05	\$33.45	\$34.15	\$35.45
2 inch	\$26.60	\$27.10	\$27.60	\$28.40	\$30.40	\$32.30	\$34.45	\$37.05	\$37.85	\$39.20
3 inch	\$98.45	\$100.30	\$102.20	\$105.15	\$112.65	\$119.65	\$127.45	\$137.15	\$140.10	\$145.30
4 inch	\$141.10	\$143.75	\$146.45	\$150.65	\$161.30	\$171.45	\$182.65	\$196.50	\$200.70	\$208.15
6 inch	\$173.60	\$176.85	\$180.20	\$185.40	\$198.45	\$210.95	\$224.70	\$242.00	\$247.00	\$257.00
8 inch	\$227.00	\$227.00	\$227.00	\$227.00	\$234.00	\$249.00	\$264.00	\$285.00	\$291.00	\$301.00
10 inch	\$339.00	\$339.00	\$339.00	\$339.00	\$339.00	\$339.00	\$339.00	\$348.00	\$356.00	\$368.00
12 inch	\$458.00	\$458.00	\$458.00	\$458.00	\$458.00	\$458.00	\$458.00	\$470.00	\$480.00	\$497.00
16 inch	\$544.00	\$544.00	\$544.00	\$544.00	\$544.00	\$544.00	\$544.00	\$544.00	\$544.00	\$559.00
20 inch	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
24 inch	\$879.00	\$879.00	\$879.00	\$879.00	\$879.00	\$879.00	\$879.00	\$879.00	\$879.00	\$879.00
<b>Utility Credit - Inside &amp; Outside (Fixed Credit per month)</b>										
Commercial (Multifamily)	\$10.14	\$11.22	\$12.38	\$12.38	\$12.38	\$12.38	\$12.38	\$12.50	\$12.78	\$13.25

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>General Service - Shoreline, City of Lake Forest Park</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	\$4.90	\$5.46	\$6.05	\$6.14	\$6.25	\$6.31	\$6.39	\$6.55	\$6.69	\$6.94
Peak	\$6.25	\$6.94	\$7.69	\$7.80	\$7.93	\$7.99	\$8.11	\$8.32	\$8.50	\$8.82
<u>Meter Charge (\$s/mtr/mo)</u>										
3/4 inch	\$16.05	\$16.35	\$16.70	\$17.15	\$18.35	\$19.55	\$20.80	\$22.40	\$22.85	\$23.70
1 inch	\$16.55	\$16.85	\$17.20	\$17.70	\$18.90	\$20.15	\$21.45	\$23.05	\$23.60	\$24.45
1 1/2 inch	\$25.55	\$26.00	\$26.50	\$27.30	\$29.25	\$31.05	\$33.05	\$35.60	\$36.30	\$37.70
2 inch	\$28.30	\$28.80	\$29.35	\$30.20	\$32.30	\$34.40	\$36.65	\$39.40	\$40.25	\$41.70
3 inch	\$104.70	\$106.70	\$108.70	\$111.90	\$119.80	\$127.30	\$135.60	\$145.90	\$149.05	\$154.55
4 inch	\$150.10	\$152.95	\$155.80	\$160.25	\$171.60	\$182.40	\$194.30	\$209.00	\$213.50	\$221.45
6 inch	\$184.70	\$188.15	\$191.70	\$197.25	\$211.15	\$224.40	\$239.05	\$257.00	\$263.00	\$273.00
8 inch	\$241.00	\$241.00	\$241.00	\$241.00	\$249.00	\$264.00	\$281.00	\$303.00	\$309.00	\$320.00
10 inch	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$370.00	\$378.00	\$392.00
12 inch	\$488.00	\$488.00	\$488.00	\$488.00	\$488.00	\$488.00	\$488.00	\$500.00	\$511.00	\$529.00
16 inch	\$579.00	\$579.00	\$579.00	\$579.00	\$579.00	\$579.00	\$579.00	\$579.00	\$578.00	\$594.00
20 inch	\$745.00	\$745.00	\$745.00	\$745.00	\$745.00	\$745.00	\$745.00	\$745.00	\$745.00	\$745.00
24 inch	\$935.00	\$935.00	\$935.00	\$935.00	\$935.00	\$935.00	\$935.00	\$935.00	\$935.00	\$935.00
<b>Utility Credit - Inside &amp; Outside (Fixed Credit per month)</b>										
Commercial (Multifamily)	\$10.14	\$11.22	\$12.38	\$12.38	\$12.38	\$12.38	\$12.38	\$12.50	\$12.78	\$13.25

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>General Service - Burien</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	NA	NA	NA	NA	NA	NA	NA	NA	\$6.84	\$7.29
Peak	NA	NA	NA	NA	NA	NA	NA	NA	\$8.69	\$9.21
<u>Meter Charge (\$s/mtr/mo)</u>										
3/4 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$23.35	\$24.85
1 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$24.10	\$25.55
1 1/2 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$37.10	\$39.15
2 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$41.15	\$43.25
3 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$152.30	\$162.95
4 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$218.15	\$231.25
6 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$269.00	\$284.00
8 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$316.00	\$332.00
10 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$387.00	\$405.00
12 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$522.00	\$545.00
16 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$591.00	\$612.00
20 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$761.00	\$766.00
24 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$955.00	\$960.00
<b>Utility Credit - Inside &amp; Outside (Fixed Credit per month)</b>										
Commercial (Multifamily)	NA	NA	NA	NA	NA	NA	NA	NA	\$12.78	\$13.25



Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>General Service - Mercer Island</b>										
<u>Commodity Rate (per ccf)</u>										
Off-Peak	NA	NA	NA	NA	NA	NA	NA	NA	\$6.64	\$6.89
Peak	NA	NA	NA	NA	NA	NA	NA	NA	\$8.44	\$8.75
<u>Meter Charge (\$s/mtr/mo)</u>										
8 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$307.00	\$318.00
10 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$376.00	\$389.00
<b>Utility Credit - Inside &amp; Outside (Fixed Credit per month)</b>										
Commercial (Multifamily)	NA	NA	NA	NA	NA	NA	NA	NA	\$12.78	\$13.25

### B1.3. Wholesale Rate History

Effective Date:	1/1/09	1/1/10	1/1/11	1/1/12	1/1/13	1/1/14	1/1/15	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20
<b>Full and Partial Contracts</b>												
<b>Commodity Rate (per ccf)</b>												
Off-Peak	\$1.14	\$1.15	\$1.16	\$1.52	\$1.53	\$1.53	\$1.42	\$1.42	\$1.42	\$1.50	\$1.58	\$1.67
Peak	\$1.77	\$1.77	\$1.79	\$2.26	\$2.26	\$2.27	\$2.10	\$2.10	\$2.10	\$2.22	\$2.36	\$2.50
Growth Charge	\$0.60	\$0.60	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Demand Charge</b> (\$/1000 gals of deficient storage)	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
<b>One Time New Service Fee (\$s/mtr)</b>												
3/4 inch	\$713	\$713	\$783	\$783								
1 inch	\$1,426	\$1,426	\$1,566	\$1,566								
1 inch and smaller					\$877	\$936	\$936	\$936	\$936	\$936	\$1,081	\$1,081
1 1/2 inch	\$3,565	\$3,565	\$3,915	\$3,915	\$3,915	\$4,180	\$4,180	\$4,180	\$4,180	\$4,180	\$4,825	\$4,825
2 inch	\$5,704	\$5,704	\$6,264	\$6,264	\$6,264	\$6,688	\$6,688	\$6,688	\$6,688	\$6,688	\$7,720	\$7,720
3 inch	\$15,686	\$15,686	\$17,226	\$17,226	\$17,226	\$18,392	\$18,392	\$18,392	\$18,392	\$18,392	\$21,230	\$21,230
4 inch	\$22,103	\$22,103	\$24,273	\$24,273	\$24,273	\$25,916	\$25,916	\$25,916	\$25,916	\$25,916	\$29,915	\$29,915
6 inch	\$47,058	\$47,058	\$51,678	\$51,678	\$51,678	\$55,176	\$55,176	\$55,176	\$55,176	\$55,176	\$63,690	\$63,690
8 inch	\$79,856	\$79,856	\$87,696	\$87,696	\$87,696	\$93,632	\$93,632	\$93,632	\$93,632	\$93,632	\$108,080	\$108,080
10 inch	\$120,497	\$120,497	\$132,327	\$132,327	\$132,327	\$141,284	\$141,284	\$141,284	\$141,284	\$141,284	\$163,085	\$163,085
12 inch	\$169,694	\$169,694	\$186,354	\$186,354	\$186,354	\$198,968	\$198,968	\$198,968	\$198,968	\$198,968	\$229,670	\$229,670
16 inch	\$169,694	\$169,694	\$186,354	\$186,354	\$186,354	\$198,968	\$198,968	\$198,968	\$198,968	\$198,968	\$229,670	\$229,670
20 inch	\$169,694	\$169,694	\$186,354	\$186,354	\$186,354	\$198,968	\$198,968	\$198,968	\$198,968	\$198,968	\$229,670	\$229,670
24 inch	\$169,694	\$169,694	\$186,354	\$186,354	\$186,354	\$198,968	\$198,968	\$198,968	\$198,968	\$198,968	\$229,670	\$229,670

Note: Rates enacted in 2020 are still in effect through 2023.

## B1.4. Private Fire Rate History

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>Volume (Penalty) Rate per ccf</b>										
Inside	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Outside	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80	\$22.80
<b>Meter Charge (\$s/mtr/mo)</b>										
<b>Inside Seattle</b>										
2 inch	\$15.40	\$15.40	\$15.40	\$16.00	\$16.25	\$16.25	\$17.25	\$17.75	\$17.75	\$17.75
3 inch	\$20.00	\$20.00	\$20.00	\$21.00	\$21.00	\$21.00	\$22.00	\$23.00	\$23.00	\$23.00
4 inch	\$37.00	\$37.00	\$37.00	\$38.00	\$39.00	\$39.00	\$41.00	\$43.00	\$43.00	\$43.00
6 inch	\$63.00	\$63.00	\$63.00	\$65.00	\$66.00	\$66.00	\$71.00	\$73.00	\$73.00	\$73.00
8 inch	\$100.00	\$100.00	\$100.00	\$104.00	\$105.00	\$105.00	\$112.00	\$115.00	\$115.00	\$115.00
10 inch	\$144.00	\$144.00	\$144.00	\$150.00	\$152.00	\$152.00	\$161.00	\$166.00	\$166.00	\$166.00
12 inch	\$210.00	\$210.00	\$210.00	\$218.00	\$222.00	\$222.00	\$235.00	\$242.00	\$242.00	\$242.00
<b>Outside Seattle</b>										
2 inch	\$18.00	\$18.00	\$18.00	\$18.00	\$19.00	\$19.00	\$20.00	\$20.00	\$20.00	\$20.00
3 inch	\$23.00	\$23.00	\$23.00	\$24.00	\$24.00	\$24.00	\$25.00	\$26.00	\$26.00	\$26.00
4 inch	\$42.00	\$42.00	\$42.00	\$43.00	\$44.00	\$44.00	\$47.00	\$49.00	\$49.00	\$49.00
6 inch	\$72.00	\$72.00	\$72.00	\$74.00	\$75.00	\$75.00	\$81.00	\$83.00	\$83.00	\$83.00
8 inch	\$114.00	\$114.00	\$114.00	\$119.00	\$120.00	\$120.00	\$128.00	\$131.00	\$131.00	\$131.00
10 inch	\$164.00	\$164.00	\$164.00	\$171.00	\$173.00	\$173.00	\$184.00	\$189.00	\$189.00	\$189.00
12 inch	\$239.00	\$239.00	\$239.00	\$249.00	\$253.00	\$253.00	\$268.00	\$276.00	\$276.00	\$276.00

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>Volume (Penalty) Rate per ccf</b>										
Shoreline, Lake Forest Park	\$24.30	\$24.30	\$24.30	\$24.30	\$24.30	\$24.30	\$24.30	\$24.30	\$24.30	\$24.30
Burien	NA	NA	NA	NA	NA	NA	NA	NA	\$24.80	\$24.80
<b>Meter Charge (\$s/mtr/mo)</b>										
<b>Shoreline, Lake Forest Park</b>										
2 inch	\$19.00	\$19.00	\$19.00	\$19.00	\$20.00	\$20.00	\$21.00	\$22.00	\$22.00	\$22.00
3 inch	\$24.00	\$24.00	\$24.00	\$25.00	\$25.00	\$25.00	\$27.00	\$28.00	\$28.00	\$28.00
4 inch	\$45.00	\$45.00	\$45.00	\$46.00	\$47.00	\$47.00	\$50.00	\$52.00	\$52.00	\$52.00
6 inch	\$76.00	\$76.00	\$76.00	\$79.00	\$80.00	\$80.00	\$86.00	\$89.00	\$89.00	\$89.00
8 inch	\$121.00	\$121.00	\$121.00	\$126.00	\$127.00	\$127.00	\$136.00	\$139.00	\$139.00	\$139.00
10 inch	\$175.00	\$175.00	\$175.00	\$182.00	\$184.00	\$184.00	\$195.00	\$201.00	\$201.00	\$201.00
12 inch	\$255.00	\$255.00	\$255.00	\$264.00	\$269.00	\$269.00	\$285.00	\$293.00	\$293.00	\$293.00
<b>Burien</b>										
2 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$22.00	\$22.00
3 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$29.00	\$28.00
4 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$53.00	\$52.00
6 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$90.00	\$89.00
8 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$143.00	\$139.00
10 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$206.00	\$201.00
12 inch	NA	NA	NA	NA	NA	NA	NA	NA	\$300.00	\$293.00

### B1.5. Public Fire Rate History

Effective Date:	1/1/12	1/1/13	1/1/14	1/1/16	1/1/17	1/1/18	1/1/19	1/1/20	1/1/22	1/1/23
<b>Inside Seattle</b>										
Hydrants on 4 inch Mains	\$198.03	\$213.17	\$230.48	\$197.67	\$202.43	\$304.52	\$310.68	\$321.20	\$503.95	\$521.70
Hydrants on 6 inch and larger mains	\$412.56	\$444.11	\$480.16	\$479.96	\$491.53	\$548.49	\$559.59	\$578.53	\$669.04	\$692.60
<b>Burien</b>										
Hydrants on 4 inch Mains	NA	NA	NA	NA	NA	NA	NA	NA	\$547.78	\$567.06
Hydrants on 6 inch and larger mains	NA	NA	NA	NA	NA	NA	NA	NA	\$729.22	\$754.90

### B1.6. Average Effective System Rate Increase History

Effective Date	Rate Increase
May 16, 2001	5.9%
July 16, 2001	3rd Tier Adopted
January 1, 2002	5.6%
September 16, 2002	14.5%
January 1, 2004	10.6%
January 1, 2005	0.2%
June 1, 2006	0.8%
January 1, 2007	4.6%
January 1, 2008	5.9%
January 1, 2009	11.7%
March 31, 2009*	6.9%
January 1, 2010	9.3%
January 1, 2011**	0.6%
January 1, 2012	9.9%
January 1, 2013	9.7%
January 1, 2014	3.4%
January 1, 2015	-1.9%
January 1, 2016	2.5%
January 1, 2017	2.4%
January 1, 2018	0.7%
January 1, 2019	5.1%
January 1, 2020	2.3%
January 1, 2021	-2.8%
January 1, 2022	3.3%

\* Temporary surcharge to cover costs related  
to *Lane v. City of Seattle, 2008*

\*\* Expiration of surcharge

Note: Average system rate increases presented includes both retail and wholesale rate changes.

## B1.7. Historical Financial Performance

	Target	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022
Net Income (\$1,000's)	positive	20,666	28,191	31,505	38,149	43,327	51,195	82,036	49,482	55,913	72,239	57,297
Debt Service Coverage	1.7x	1.70	1.86	1.93	1.87	1.78	1.94	2.27	2.07	2.03	2.28	2.32
Cash Financing of the Capital Program	20%*	59.4%	60.9%	65.8%	62.8%	57.8%	55.9%	50.9%	47.2%	53.0%	52.0%	41.9%
from Rate Revenues		53.3%	46.7%	57.7%	52.3%	43.9%	37.1%	35.5%	35.4%	45.2%	42.4%	31.3%
from Contributions in Aid of Construction		6.0%	14.2%	8.1%	10.5%	14.0%	18.8%	15.4%	11.8%	7.8%	9.6%	10.6%
from Bonneville Power Administration Account		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Year-End Operating Cash (\$1,000's)	varies**	12,373	29,046	43,516	42,349	39,106	54,637	93,941	130,036	140,762	103,020	88,984
Revenue Stabilization Fund Deposit (Withdrawal) (\$1,000)		3,354	7,000	8,172	7,000	5,266	5,200	7,650	2,518	0	(19,000)	0

\* Current revenues should be used to finance no less than 15% of the CIP in any one year, and not less than 20% in each rate proposal

\*\* Year-End Operating Cash Target is 1/12th of the current year's operating expenses

### B1.8. Actual Operations Expenditures

	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022
Branch O&M *	82,257,166	89,696,040	92,028,663	98,517,597	101,080,197	117,562,578	112,343,955	113,409,070	112,728,101	119,210,888	121,372,844
Taxes	34,579,191	38,439,778	40,801,911	43,038,318	42,128,072	41,676,404	46,354,856	46,330,520	45,676,064	47,190,837	47,964,841
Debt Service											
Interest	48,810,640	45,171,328	43,601,158	47,467,084	40,549,603	42,781,460	41,047,099	38,667,809	36,478,735	34,124,124	31,378,137
Principal	33,363,293	33,873,204	34,669,987	38,454,987	42,739,987	41,206,473	43,069,929	45,129,935	47,674,935	44,824,935	50,294,935

\* Includes contracts associated with treatment plants



## APPENDIX C: PROPOSED RATES

Effective January 1, 2024

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
	Direct Service																		
RATE SCHEDULES	Inside City				Outside City				City of Shoreline / City of Lake Forest Park					Burien				Mercer Island	
	Residential	MMRD*	Gen Svc	Fire Service	Residential	MMRD*	Gen Svc	Fire Service	Residential	MMRD*	Gen Svc	Fire Service	MMRD* w/PUT	Residential	MMRD*	Gen Svc	Fire Service	Gen Svc	
Commodity Charge (\$/100 Cubic Feet)																			
Offpeak Usage (Sept 16-May 15)	\$5.76	\$5.76	\$5.90		\$6.57	\$6.57	\$6.73		\$6.99	\$6.99	\$7.16		\$6.54	\$7.14	\$7.14	\$7.31		\$7.10	
Peak Usage (May 16-Sept 15)																			
Up to 5 ccf**	\$5.92	\$5.92	\$7.50		\$6.75	\$6.75	\$8.55		\$7.18	\$7.18	\$9.10		\$6.72	\$7.34	\$7.34	\$9.29		\$9.03	
Next 13 ccf**	\$7.32	\$7.32	\$7.50		\$8.34	\$8.34	\$8.55		\$8.88	\$8.88	\$9.10		\$8.31	\$9.07	\$9.07	\$9.29		\$9.03	
Over 18 ccf**	\$11.80	\$11.80	\$7.50		\$13.45	\$13.45	\$8.55		\$14.31	\$14.31	\$9.10		\$13.39	\$14.62	\$14.62	\$9.29		\$9.03	
Usage over base allowance				\$20.00			\$22.80					\$24.30					\$24.80		
Utility Credit (\$/month)	\$24.33		\$13.73		\$24.33		\$13.73		\$24.33		\$13.73			\$24.33		\$13.73		\$13.73	
Base Service Charge (\$/month/meter)																			
3/4 inch and less	\$19.60		\$21.90		\$22.35		\$24.95		\$23.75		\$26.55			\$24.30		\$27.15			
1 inch	\$20.20		\$22.60		\$23.05		\$25.75		\$24.50		\$27.40			\$25.05		\$28.00			
1-1/2 inch	\$31.15	\$31.15	\$34.80		\$35.50	\$35.50	\$39.65		\$37.80	\$37.80	\$42.20		\$35.40	\$38.60	\$38.60	\$43.10			
2 inch	\$34.50	\$34.50	\$38.55	\$17.75	\$39.35	\$39.35	\$43.95	\$20.00	\$41.85	\$41.85	\$46.75	\$22.00	\$39.15	\$42.75	\$42.75	\$47.75	\$22.00		
3 inch	\$127.80	\$127.80	\$143.00	\$23.00	\$145.70	\$145.70	\$163.00	\$26.00	\$155.00	\$155.00	\$173.45	\$28.00	\$145.05	\$158.35	\$158.35	\$177.20	\$29.00		
4 inch	\$183.05	\$183.05	\$205.00	\$43.00	\$208.70	\$208.70	\$233.70	\$49.00	\$222.00	\$222.00	\$248.60	\$52.00	\$207.75	\$226.80	\$226.80	\$254.00	\$53.00		
6 inch		\$225.00	\$252.00	\$73.00		\$257.00	\$287.00	\$83.00		\$273.00	\$306.00	\$89.00	\$255.50		\$279.00	\$312.00	\$90.00		
8 inch		\$265.00	\$296.00	\$115.00		\$302.00	\$337.00	\$131.00		\$321.00	\$359.00	\$139.00	\$300.00		\$328.00	\$367.00	\$143.00	\$356.00	
10 inch		\$324.00	\$362.00	\$166.00		\$369.00	\$413.00	\$189.00		\$393.00	\$439.00	\$201.00	\$368.00		\$401.00	\$449.00	\$206.00	\$436.00	
12 inch		\$437.00	\$489.00	\$242.00		\$498.00	\$557.00	\$276.00		\$530.00	\$593.00	\$293.00	\$496.00		\$542.00	\$606.00	\$300.00		
16 inch		\$491.00	\$549.00			\$560.00	\$626.00			\$595.00	\$666.00		\$557.00		\$608.00	\$680.00			
20 inch		\$614.00	\$627.00			\$700.00	\$715.00			\$745.00	\$760.00		\$697.00		\$761.00	\$777.00			
24 inch		\$771.00	\$771.00			\$879.00	\$879.00			\$935.00	\$935.00		\$875.00		\$955.00	\$955.00			

\* Master Metered Residential Development  
\*\* per residence

Summary Ex A - 2024-2026 Water Rate Study  
V1

Effective January 1, 2025

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
	Direct Service																		
RATE SCHEDULES	Inside City				Outside City				City of Shoreline / City of Lake Forest Park					Burien				Mercer Island	
	Residential	MMRD*	Gen Svc	Fire Service	Residential	MMRD*	Gen Svc	Fire Service	Residential	MMRD*	Gen Svc	Fire Service	MMRD* w/PUT	Residential	MMRD*	Gen Svc	Fire Service	Gen Svc	
Commodity Charge (\$/100 Cubic Feet)																			
Offpeak Usage (Sept 16-May 15)	\$5.79	\$5.79	\$5.98		\$6.60	\$6.60	\$6.82		\$7.02	\$7.02	\$7.25		\$6.57	\$7.17	\$7.17	\$7.41			\$7.20
Peak Usage (May 16-Sept 15)																			
Up to 5 ccf**	\$5.95	\$5.95	\$7.60		\$6.78	\$6.78	\$8.66		\$7.22	\$7.22	\$9.22		\$6.75	\$7.37	\$7.37	\$9.42			\$9.15
Next 13 ccf**	\$7.36	\$7.36	\$7.60		\$8.39	\$8.39	\$8.66		\$8.93	\$8.93	\$9.22		\$8.35	\$9.12	\$9.12	\$9.42			\$9.15
Over 18 ccf**	\$11.80	\$11.80	\$7.60		\$13.45	\$13.45	\$8.66		\$14.31	\$14.31	\$9.22		\$13.39	\$14.62	\$14.62	\$9.42			\$9.15
Usage over base allowance				\$20.00			\$22.80					\$24.30					\$24.80		
Utility Credit (\$/month)	\$24.83		\$13.96		\$24.83		\$13.96		\$24.83		\$13.96			\$24.83		\$13.96			\$13.96
Base Service Charge (\$/month/meter)																			
3/4 inch and less	\$20.45		\$23.50		\$23.30		\$26.80		\$24.80		\$28.50			\$25.35		\$29.10			
1 inch	\$21.10		\$24.25		\$24.05		\$27.65		\$25.60		\$29.40			\$26.15		\$30.05			
1-1/2 inch	\$32.50	\$32.50	\$37.35		\$37.05	\$37.05	\$42.60		\$39.40	\$39.40	\$45.30		\$36.90	\$40.25	\$40.25	\$46.30			
2 inch	\$36.00	\$36.00	\$41.40	\$17.75	\$41.05	\$41.05	\$47.20	\$20.00	\$43.65	\$43.65	\$50.20	\$22.00	\$40.85	\$44.60	\$44.60	\$51.30	\$22.00		
3 inch	\$133.35	\$133.35	\$153.00	\$23.00	\$152.00	\$152.00	\$174.40	\$26.00	\$161.70	\$161.70	\$185.55	\$28.00	\$151.35	\$165.25	\$165.25	\$189.60	\$29.00		
4 inch	\$191.00	\$191.00	\$219.00	\$43.00	\$217.75	\$217.75	\$249.65	\$49.00	\$231.65	\$231.65	\$265.60	\$52.00	\$216.80	\$236.65	\$236.65	\$271.35	\$53.00		
6 inch		\$235.00	\$270.00	\$73.00		\$268.00	\$308.00	\$83.00		\$285.00	\$327.00	\$89.00	\$267.00		\$291.00	\$335.00	\$90.00		
8 inch		\$277.00	\$318.00	\$115.00		\$316.00	\$363.00	\$131.00		\$336.00	\$386.00	\$139.00	\$314.00		\$343.00	\$394.00	\$143.00	\$383.00	
10 inch		\$338.00	\$389.00	\$166.00		\$385.00	\$443.00	\$189.00		\$410.00	\$472.00	\$201.00	\$384.00		\$419.00	\$482.00	\$206.00	\$468.00	
12 inch		\$456.00	\$525.00	\$242.00		\$520.00	\$599.00	\$276.00		\$553.00	\$637.00	\$293.00	\$518.00		\$565.00	\$651.00	\$300.00		
16 inch		\$512.00	\$589.00			\$584.00	\$671.00			\$621.00	\$714.00		\$581.00		\$634.00	\$730.00			
20 inch		\$614.00	\$672.00			\$700.00	\$766.00			\$745.00	\$815.00		\$697.00		\$761.00	\$833.00			
24 inch		\$771.00	\$771.00			\$879.00	\$879.00			\$935.00	\$935.00		\$875.00		\$955.00	\$955.00			

\* Master Metered Residential Development  
\*\* per residence

Summary Ex A - 2024-2026 Water Rate Study  
V1

Effective January 1, 2026

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
	Direct Service																		
RATE SCHEDULES	Inside City				Outside City				City of Shoreline / City of Lake Forest Park					Burien				Mercer Island	
	Residential	MMRD*	Gen Svc	Fire Service	Residential	MMRD*	Gen Svc	Fire Service	Residential	MMRD*	Gen Svc	Fire Service	MMRD* w/PUT	Residential	MMRD*	Gen Svc	Fire Service	Gen Svc	
Commodity Charge (\$/100 Cubic Feet)																			
Offpeak Usage (Sept 16-May 15)	\$5.82	\$5.82	\$6.06		\$6.63	\$6.63	\$6.91		\$7.06	\$7.06	\$7.35		\$6.61	\$7.21	\$7.21	\$7.51			\$7.30
Peak Usage (May 16-Sept 15)																			
Up to 5 ccf**	\$5.98	\$5.98	\$7.70		\$6.82	\$6.82	\$8.78		\$7.25	\$7.25	\$9.34		\$6.79	\$7.41	\$7.41	\$9.54			\$9.27
Next 13 ccf**	\$7.39	\$7.39	\$7.70		\$8.42	\$8.42	\$8.78		\$8.96	\$8.96	\$9.34		\$8.39	\$9.16	\$9.16	\$9.54			\$9.27
Over 18 ccf**	\$11.80	\$11.80	\$7.70		\$13.45	\$13.45	\$8.78		\$14.31	\$14.31	\$9.34		\$13.39	\$14.62	\$14.62	\$9.54			\$9.27
Usage over base allowance				\$20.00			\$22.80					\$24.30					\$24.80		
Utility Credit (\$/month)	\$25.36		\$14.19		\$25.36		\$14.19		\$25.36		\$14.19			\$25.36		\$14.19			\$14.19
Base Service Charge (\$/month/meter)																			
3/4 inch and less	\$21.35		\$25.20		\$24.35		\$28.75		\$25.90		\$30.55			\$26.45		\$31.25			
1 inch	\$22.00		\$26.00		\$25.10		\$29.65		\$26.70		\$31.55			\$27.25		\$32.20			
1-1/2 inch	\$33.95	\$33.95	\$40.05		\$38.70	\$38.70	\$45.65		\$41.15	\$41.15	\$48.55		\$38.55	\$42.05	\$42.05	\$49.65			
2 inch	\$37.60	\$37.60	\$44.35	\$17.75	\$42.85	\$42.85	\$50.55	\$20.00	\$45.60	\$45.60	\$53.80	\$22.00	\$42.70	\$46.60	\$46.60	\$54.95	\$22.00		
3 inch	\$139.20	\$139.20	\$164.00	\$23.00	\$158.70	\$158.70	\$186.95	\$26.00	\$168.80	\$168.80	\$198.90	\$28.00	\$158.00	\$172.50	\$172.50	\$203.20	\$29.00		
4 inch	\$199.00	\$199.00	\$235.00	\$43.00	\$227.00	\$227.00	\$267.90	\$49.00	\$241.00	\$241.00	\$285.00	\$52.00	\$225.85	\$247.00	\$247.00	\$291.20	\$53.00		
6 inch		\$245.00	\$290.00	\$73.00		\$279.00	\$331.00	\$83.00		\$297.00	\$352.00	\$89.00	\$278.00		\$304.00	\$359.00	\$90.00		
8 inch		\$289.00	\$341.00	\$115.00		\$329.00	\$389.00	\$131.00		\$350.00	\$414.00	\$139.00	\$328.00		\$358.00	\$423.00	\$143.00	\$410.00	
10 inch		\$353.00	\$417.00	\$166.00		\$402.00	\$475.00	\$189.00		\$428.00	\$506.00	\$201.00	\$401.00		\$437.00	\$517.00	\$206.00	\$502.00	
12 inch		\$477.00	\$562.00	\$242.00		\$544.00	\$641.00	\$276.00		\$578.00	\$682.00	\$293.00	\$541.00		\$591.00	\$696.00	\$300.00		
16 inch		\$535.00	\$631.00			\$610.00	\$719.00			\$649.00	\$765.00		\$607.00		\$663.00	\$782.00			
20 inch		\$614.00	\$721.00			\$700.00	\$822.00			\$745.00	\$874.00		\$697.00		\$761.00	\$893.00			
24 inch		\$771.00	\$819.00			\$879.00	\$934.00			\$935.00	\$993.00		\$875.00		\$955.00	\$1,015.00			

\* Master Metered Residential Development  
\*\* per residence



## Legislation Text

---

**File #:** Res 32113, **Version:** 1

---

### CITY OF SEATTLE

### RESOLUTION \_\_\_\_\_

A RESOLUTION endorsing the Philippine Human Rights Act.

WHEREAS, on January 30, 2017, the Seattle City Council unanimously passed Resolution 31730, affirming

The City of Seattle as a Welcoming City that promotes policies and programs to foster inclusion for all, and serves its residents regardless of their immigration or refugee status, race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, disability, homelessness, or low-income or veteran status, and reaffirming the City's continuing commitment to advocate and support the well-being of all residents; and

WHEREAS, on July 3, 2020, then-President of the Philippines Rodrigo Duterte signed the Anti-Terrorism Act ("Act") into law; and

WHEREAS, the Act gives authority to the Philippine National Police (PNP) and the Armed Forces of the Philippines (AFP) to extrajudicially conduct arrests without warrants and detain suspects for 14 days, which can be extended by ten more days, and to place suspects under surveillance by the police or military for 60 days, which can also be extended by up to 30 days; and

WHEREAS, Section 49 of the Act outlines the scope of extraterritorial applications of the Anti-Terrorism Act by stating that it applies to "a Filipino citizen or national who commits any of the acts defined and penalized under ... this Act outside the territorial jurisdiction of the Philippines" and "individual persons who, although physically outside the territorial limits of the Philippines, commit any of the crimes mentioned ... inside the territorial limits of the Philippines"; and

WHEREAS, the extraterritorial applications of the Act define "foreign terrorist" as anyone who travels to the

Philippines and is suspected by the Anti-Terror Council of the intent to commit “terrorist acts”; and

WHEREAS, the Philippine Government has employed red-tagging, a term used to describe accusing individuals and/or organizations of being left-leaning, subversives, communists, or terrorists, to target individuals or groups such as activists, critics, and political opponents and resulted in surveillance, detention, torture, and killings after targets were labeled as “terrorists”; and

WHEREAS, in 2019 and 2020 Philippines and United States dual citizen Maria Ressa, Rappler CEO, Fulbright Scholar, 2018 *Time* magazine Person of the Year, and 2021 Nobel Peace Prize recipient, was accused of and convicted for cyber libel and supporting independent journalism on then-President Duterte’s War on Drugs; and

WHEREAS, on August 6, 2019, U.S. citizen Brandon Lee, an indigenous and environmental activist from San Francisco, was shot in front of his family’s home in the Philippines during an exposition to defend indigenous land; and

WHEREAS, the Act threatens the safety of residents and families here in Seattle, both Filipino and non-Filipino, who exercise their constitutionally protected freedom of speech and speak out against these injustices; and

WHEREAS, since the beginning of President Duterte’s administration in 2016, over \$700 million of U.S. tax dollars was sent as monetary aid to the Philippines according to the Philippine Embassy in Washington, D.C., with part of the funding going directly to Philippine security forces; and

WHEREAS, the Duterte administration’s allocation of those funds resulted in systemic human rights violations on the War on Drugs, and expanding the National Task Force to End the Local Communist Armed Conflict (NTF-ELCAC) which is used to systematically red-tag, target, arrest, and kill political opponents, political dissidents, and those critical of the government; and

WHEREAS, U.S. Representative Susan Wild (PA-07) sponsored House Bill 1433, the Philippine Human Rights Act, which will suspend the U.S. security assistance to the Philippines until human rights violations by

Philippine security officials have ceased and responsible state forces are held accountable; and  
WHEREAS, according to Amnesty International, the Act “contains dangerous provisions and risks further  
undermining human rights in the country” and defines, by law, acts of dissent and opposition to the  
Philippine government as acts of terrorism; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR  
CONCURRING, THAT:**

Section 1. The Seattle City Council stands in solidarity with Filipino human rights defenders and their supporters, both in the Philippines and here in Seattle, and seeks to uphold their constitutionally protected right to freedom of speech.

Section 2. The City of Seattle acknowledges the ethnic, cultural, socioeconomic, religious, and political diversity of Seattle and upholds its protections to its citizens and their political liberties.

Section 3. The City of Seattle urges each member of the United States House of Representatives representing Seattle and the United States Senators from Washington to stand in solidarity with the Filipino people by co-sponsoring House Bill (H.R.) 1433, the Philippine Human Rights Act.

Section 4. The City of Seattle respectfully requests that Congress pass and the President sign H.R. 1433 or similar legislation.

Section 5. The City Council requests that the Office of Intergovernmental Relations convey this resolution to the Honorable Joseph R. Biden, Jr., President of the United States, the President of the United States Senate, the Speaker of the United States House of Representatives, and each member of Congress from the state of Washington.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and signed by  
me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

(Seal)

## **SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Office of Intergovernmental Relations	Stacey Jehlik	

*\* 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:** A RESOLUTION endorsing the Philippine Human Rights Act.

**Summary and Background of the Legislation:**

This resolution is written to protect Seattle's Filipino and Filipino-American human rights activists and urging the United States Congress to Pass the Philippine Human Rights Act.

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

**Does this legislation create, fund, or amend a CIP Project?** ☐ Yes ☒ 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.

<b>Project Name:</b>	<b>Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Total Project Cost Through 2028:</b>

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

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

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

<b>Appropriation change (\$):</b>	<b>General Fund \$</b>		<b>Other \$</b>	
	<b>2023</b>	<b>2024</b>	<b>2023</b>	<b>2024</b>
<b>Estimated revenue change (\$):</b>	<b>Revenue to General Fund</b>		<b>Revenue to Other Funds</b>	
	<b>2023</b>	<b>2024</b>	<b>2023</b>	<b>2024</b>
<b>Positions affected:</b>	<b>No. of Positions</b>		<b>Total FTE Change</b>	
	<b>2023</b>	<b>2024</b>	<b>2023</b>	<b>2024</b>

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



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

No

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.**

Fund Name and Number	Dept	Budget Control Level Name/Number*	2023 Appropriation Change	2024 Estimated Appropriation Change
<b>TOTAL</b>				

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

**Appropriations Notes:**

**3.b. Revenues/Reimbursements**

**\_\_\_\_\_ This legislation adds, changes, or deletes revenues or reimbursements.**

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

Fund Name and Number	Dept	Revenue Source	2023 Revenue	2024 Estimated Revenue
<b>TOTAL</b>				

**Revenue/Reimbursement Notes:**

**3.c. Positions**

**\_\_\_\_\_ This legislation adds, changes, or deletes positions.**

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

Position # for Existing Positions	Position Title & Department*	Fund Name & Number	Program & BCL	PT/FT	2023 Positions	2023 FTE	Does it sunset? (If yes, explain below in Position Notes)
<b>TOTAL</b>							

\* List each position separately.

**Position Notes:**

#### 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?  
This resolution is to state Seattle's Solidarity with the Philippines amidst rampant human rights violations.
- 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)?  
No

Summary Attachments (if any):