



# SEATTLE CITY COUNCIL

## Transportation and Utilities Committee

### Agenda

Wednesday, December 15, 2021

9:30 AM

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or  
Seattle Channel online.

Alex Pedersen, Chair  
Dan Strauss, Vice-Chair  
M. Lorena González, Member  
Lisa Herbold, Member  
Tammy J. Morales, Member  
Debora Juarez, Alternate

Chair Info: 206-684-8804; [Alex.Pedersen@seattle.gov](mailto:Alex.Pedersen@seattle.gov)

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206-684-8888 (TTY Relay 7-1-1), email [CouncilAgenda@Seattle.gov](mailto:CouncilAgenda@Seattle.gov), or visit  
<http://seattle.gov/cityclerk/accommodations>.



**SEATTLE CITY COUNCIL**  
**Transportation and Utilities Committee**  
**Agenda**  
**December 15, 2021 - 9:30 AM**

**Meeting Location:**

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or Seattle Channel online.

**Committee Website:**

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

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

*Pursuant to Washington State Governor's Proclamation No. 20-28.15 and Senate Concurrent Resolution 8402, this public meeting will be held remotely. Meeting participation is limited to access by the telephone number provided on the meeting agenda, and the meeting is accessible via telephone and Seattle Channel online.*

Register online to speak during the Public Comment period at the 9:30 a.m. Transportation and Utilities Committee meeting at  
<http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the Transportation and Utilities Committee meeting will begin two hours before the 9:30 a.m. 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.

Submit written comments to Councilmember Pedersen at  
[Alex.Pedersen@seattle.gov](mailto:Alex.Pedersen@seattle.gov)

Sign-up to provide Public Comment at the meeting at  
<http://www.seattle.gov/council/committees/public-comment>

Watch live streaming video of the meeting at  
<http://www.seattle.gov/council/watch-council-live>

Listen to the meeting by calling the Council Chamber Listen Line at  
253-215-8782 Meeting ID: 586 416 9164

One Tap Mobile No. US: +12532158782,,5864169164#

*Please Note: Times listed are estimated*

- A. Call To Order
- B. Approval of the Agenda
- C. Public Comment
- D. Items of Business

1.     [CB 120230](#)     **AN ORDINANCE** relating to the City Light Department, the Seattle Department of Parks and Recreation, and the Seattle Department of Transportation; declaring certain real property rights to be surplus to the needs of City Light; authorizing the General Manager and Chief Executive Officer of Seattle City Light to execute an easement agreement with King County, allowing the temporary use of a portion of City Light property to resolve the encroachment of an existing structure located on the west side of Boeing Field within the Northeast Quarter of Section 29 Township 24 N Range 4 E and the Southeast Quarter of Section 29 Township 24 N Range 4 E, and increasing the temporary use area authorized by Ordinance 126328 by approximately 207 square feet; and transferring jurisdiction of certain properties located in the Georgetown neighborhood in Section 29 Township 24 N, Range 4 E, from the City Light Department to the Seattle Department of Parks and Recreation and to the Seattle Department of Transportation.

Attachments:   [Att 1 – Temporary Easement Agreement](#)  
                          [Att 2 – Property to be Transferred to Seattle Parks and Recreation \(Parcel 1\)](#)  
                          [Att 3 – Property to be Transferred to Seattle Department of Transportation \(Parcel 2\)](#)  
                          [Att 4 – City Light Retained Jurisdiction for its Electrical Infrastructure on the Flume Property \(Parcel 1 & 2\)](#)  
                          [Att 5 – Memorandum of Agreement Developing the Georgetown Steam Plant Flume into a Community Asset](#)

Supporting Documents:   [Summary and Fiscal Note](#)  
                                      [Summary Att 1 – Diagram of Vicinity Presentation](#)

**Briefing, Discussion, and Possible Vote**

**Presenters:** Debra Smith, General Manager and CEO, Tim Croll, and William Devereaux, Seattle City Light; Mike Schwindeler and Lise Ward, Seattle Parks and Recreation; Tonnie Roberts, Seattle Department of Transportation (SDOT); Eric McConaghy, Council Central Staff



**2. Presentation: Scooter Share and New Mobility**

Supporting  
Documents: [Presentation](#)

**Briefing and Discussion**

**Presenters:** Ann Sutphin, Kelly Rula, and Becky Edmonds, Seattle  
Department of Transportation

**3. Presentation: Parameters for 2021 Financial Audit of Seattle  
Public Utilities**

Supporting  
Documents: [Presentation](#)

**Briefing and Discussion**

**Presenters:** Laurie Tish and Todd Ryland, Moss Adams

**E. Adjournment**



## Legislation Text

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**File #:** CB 120230, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to the City Light Department, the Seattle Department of Parks and Recreation, and the Seattle Department of Transportation; declaring certain real property rights to be surplus to the needs of City Light; authorizing the General Manager and Chief Executive Officer of Seattle City Light to execute an easement agreement with King County, allowing the temporary use of a portion of City Light property to resolve the encroachment of an existing structure located on the west side of Boeing Field within the Northeast Quarter of Section 29 Township 24 N Range 4 E and the Southeast Quarter of Section 29 Township 24 N Range 4 E, and increasing the temporary use area authorized by Ordinance 126328 by approximately 207 square feet; and transferring jurisdiction of certain properties located in the Georgetown neighborhood in Section 29 Township 24 N, Range 4 E, from the City Light Department to the Seattle Department of Parks and Recreation and to the Seattle Department of Transportation.

WHEREAS, City Light owns certain property between S. Myrtle St. and East Marginal Way S. in the

Georgetown neighborhood (“Property”), on which City Light previously operated a flume for drainage of spent cooling water from its Georgetown Steam Plant to Slip 4 on the Duwamish Waterway until the flume was decommissioned in 2009 by City Light; and

WHEREAS, City Light has no utility use for the Property other than for the continued placement and operation of two existing utility poles, guy wires to stabilize the utility poles, and associated electrical power lines; and

WHEREAS, as documented in Clerk File 314451, City Light petitioned for a vacation of a portion of Diagonal Avenue S. to allow more efficient operation of its South Service Center and offered to provide portions of the Property as well as development funding to the Seattle Department of Parks and Recreation (“SPR”) and to the Seattle Department of Transportation (“SDOT”) for the creation of an off-leash area and bicycle and pedestrian trail segment to satisfy certain public benefit requirements of the street

vacation proposal; and

WHEREAS, this off-leash area and trail segment will be enduring amenities for the Georgetown neighborhood that have long been sought and supported by the community; and

WHEREAS, on August 9, 2021, the City Council granted preliminary approval for the street vacation including the public benefit proposal; and

WHEREAS, a recent survey performed by City Light has indicated that a fence, part of a storage yard, a floodlight, and part of a storage building on adjacent King County (“KC”) property encroach onto a small portion of this City Light property and likely have existed in their current location for many years; and

WHEREAS, City Light and SPR have determined that it is in the interest of the City to resolve these encroachments prior to the jurisdiction for the property being transferred to SPR; and

WHEREAS, KC has agreed to remove the fence and floodlight from City Light property at KC’s expense in consideration for City Light providing KC a temporary easement for a 365 square foot encroachment by the corner of the storage building; and

WHEREAS, City Light has determined it has no further utility use for the 365 square feet of the surface of this property and desires to grant KC a temporary easement for the building encroachment and access to the building; and

WHEREAS, the subsequent transfer of jurisdiction of the underlying property from City Light to SPR would then be subject to the terms of this temporary easement; and

WHEREAS, Ordinance 126328 originally authorized the granting of a temporary easement to KC for use of approximately 158 square feet of City Light’s property; and

WHEREAS, some minor adjustments in the terms of the location and increase in the size of the temporary easement area to approximately 365 square feet have been requested by KC; and

WHEREAS, the City Council approved Ordinance 126306, which executed a partial transfer of jurisdiction

from City Light to Seattle Public Utilities (“SPU”) to allow SPU to operate and maintain an existing storm drain on a portion of the Property to be transferred to SPR and to SDOT; and

WHEREAS, the City Council has held a public hearing in accordance with the requirements of RCW 35.94.040; NOW, THEREFORE,

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

Section 1. After a public hearing and pursuant to the provisions of RCW 35.94.040, the properties described and depicted in Attachments 1, 2, and 3 to this ordinance are declared to be no longer required for electric utility service and are surplus to the needs of City Light except for its ongoing placement and operation of two existing utility poles, guy wires to stabilize the utility poles, and associated electrical power lines within a portion of Tax Parcel Number 700670-0570 as described in Attachment 4 to this ordinance.

Section 2. The General Manager and Chief Executive Officer of Seattle City Light, or designee, is authorized to execute and grant to King County, for and behalf of The City of Seattle, a temporary easement agreement, substantially in the form of Attachment 1 to this ordinance.

Section 3. The property described and depicted in Attachment 2 to this ordinance (“Parcel 1”) is transferred from the jurisdiction of City Light to the jurisdiction of Seattle Parks and Recreation (“SPR”), subject to: 1) the terms of the easement to be granted King County as authorized by Section 2 of this ordinance, 2) the terms of Ordinance 126306 granting partial jurisdiction of Parcel 1 to Seattle Public Utilities for operation and maintenance of a public storm drain pipe, and 3) City Light’s reserved partial jurisdiction for the operation, maintenance, and repair of its electric power infrastructure components described in Attachment 4 to this ordinance. Parcel 1 is transferred for the purpose of the development of an off-leash area consistent with the terms of the “Memorandum of Agreement Developing the Georgetown Steam Plant Flume into a Community Asset” executed by City Light, SPR, and the Seattle Department of Transportation (“SDOT”), which is attached to this ordinance as Attachment 5.

Section 4. The property described and depicted in Attachment 3 to this ordinance (“Parcel 2”) is

transferred from the jurisdiction of City Light to the jurisdiction of SDOT, subject to the terms of Ordinance 126306, and further subject to City Light's reserved partial jurisdiction for the operation, maintenance, and repair of its electric power infrastructure components described in Attachment 4 to this ordinance. Parcel 2 is transferred for the purpose of the development of a pedestrian and bicycle trail segment consistent with the terms of the "Memorandum of Agreement Developing the Georgetown Steam Plant Flume into a Community Asset" executed by City Light, SPR, and SDOT, which is attached to this ordinance as Attachment 5.

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 \_\_\_\_\_, 2021, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jenny A. Durkan, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Temporary Easement Agreement

Attachment 2 - Property to be Transferred to Seattle Parks and Recreation (Parcel 1)

Attachment 3 - Property to be Transferred to Seattle Department of Transportation (Parcel 2)

Attachment 4 - City Light Retained Jurisdiction for its Electrical Infrastructure on the Flume Property (Parcel 1 & 2)

Attachment 5 - Memorandum of Agreement Developing the Georgetown Steam Plant Flume into a Community Asset

## Attachment 1 – Temporary Easement Agreement

*When recorded, return to:*  
SEATTLE CITY LIGHT  
Real Estate Services  
700 Fifth Avenue, SMT 3338  
P.O. Box 34023  
Seattle, WA 98124-4023

### TEMPORARY EASEMENT FOR BUILDING ENCROACHMENT

Reference #:  
Grantor: City of Seattle  
Grantee: King County  
Short Legal:  
Additional Legal Description: See Exhibit A  
Tax Parcel #: 7006700570, 2824049007

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT (“Grantor”), hereby grants to King County, a political subdivision of the State of Washington, (Grantee), a temporary easement for an existing building encroachment for the purposes described below (“Easement”) on the Grantor’s real property described in Exhibit A (the “Property”). This Easement is appurtenant to and shall run with the land that makes up Grantee’s property described in Exhibit B.

Except as otherwise set forth herein, Grantee’s rights shall be exercised upon that portion of the Grantor’s Property occupied by a portion of the Grantee’s existing storage building as of the effective date of this Easement, (“the Building”) as depicted in Exhibit C attached hereto, and no other portion of the Grantor’s Property.

**1. Purpose.** Grantee and their current lessee, the Boeing Company (“Boeing”), shall have the right and privilege to use the Easement Area to accommodate that portion of the Building which encroaches onto the Property (the “Encroachment”) as of the Effective Date of this Easement, and to perform maintenance and repair of the Building, but not for replacement, enlargement, extension, or expansion of the Building. Grantee’s use of the Easement Area shall be limited to the term of the life of the Encroachment as a storage building within the existing footprint of the Building as of the effective date of the Easement, and such use shall be subject to and in accordance with the terms, conditions, and limitations set forth in this Easement. Grantee shall be responsible for ensuring that Boeing’s, its successors’ or assigns’ use and occupancy of the Easement Area at

all times is limited by and complies in all respects with the terms and conditions of this Easement. **The Grantor's intent is to permit the existence and use of the Encroachment for its life as a storage building within its existing footprint as of the effective date of this Easement, but to ultimately and permanently clear the Property of the Encroachment and Easement.**

**2 Additional Terms and Conditions.** Grantee and their successors, agents, and assigns, hereby agree to the following additional terms and conditions:

2.1 This Easement is for the life of the Building only, and if: 1) the Building is damaged beyond fifty percent (50%) of its then-fair market value, 2) if the Building is wholly destroyed or demolished, or 3) if the Encroachment is otherwise partly or wholly removed from the Easement Area, then this Easement shall automatically terminate along with all rights of the Grantee or Boeing to use the Easement Area, and no further building or structure or portion thereof shall be permitted, constructed or erected within the Easement Area.

2.2 The Encroachment shall not be modified or increased in footprint, area or height.

2.3 Grantor shall not be liable for any injury or damage to persons or property arising by reason of the Encroachment being permitted to remain within the Easement Area or by Grantee's or Boeing's use and occupancy of the Building, including but not limited to the Encroachment, or by Grantee's or Boeing's use of the Easement Area.

2.4 There shall be no storage, dumping, burying or transferring any hazardous substances, inoperable vehicles, chemicals, oils, fuels, flammable materials ("Hazardous Substances") or containers for said substances, within the Easement Area; provided that nothing herein shall prohibit the passage of vehicles containing or transporting Hazardous Substances across the Easement Area coincident to the ordinary and safe operation of said vehicles on Grantee's Property. Grantee, its successors, agents, lessees, and assigns shall comply with all environmental laws of the State of Washington or any other governmental subdivision or agency having regulatory authority over Grantor's Property with respect to Grantee's use of the Easement Area.

2.5 Grantee and its successors and assigns assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its agents, employees, invitees, contractors, subcontractors, lessees, permittees or licensees (each, a "Grantee Party" and collectively, the "Grantee Parties"). Grantee and its successors, and assigns shall indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue from or be suffered by reason of any Grantee Party's, use of or presence in the Easement Area, the performance of any Grantee Party work in connection with the allowed use, or any Grantee Party's exercise of any rights granted in this Easement; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee shall, upon notice of commencement of such action, defend Grantor at Grantee's sole cost and expense and will



fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.

2.6 Without limiting Grantee's obligations pursuant to Paragraph 2.5 of this Easement, Grantee shall indemnify and defend Grantor from any claims, damages, or liabilities arising directly or indirectly from Hazardous Substances that are released or discharged by Grantee or any Grantee Party related to their operations, use of or presence in the Easement Area, the performance of any Grantee Party work in connection with use of the Easement Area, or the exercise by any Grantee Party of any right granted by this Easement. The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "claims" related to released or discharged Hazardous Substances includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

2.7 Grantee shall at all times exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

2.8 The Parties acknowledge that maintenance or repair of the exterior of the Building may be needed. In that event, Grantee may request Grantor's permission to enter Grantor's property immediately adjacent to the Easement Area to perform such necessary maintenance or repair to the exterior of the Encroachment portion of the Building. Grantor shall not unreasonably withhold such permission but may place reasonable restrictions on the timing, length, manner, and extent of Grantee's access. Such permission may be in form of a temporary permit or license, to be chosen by Grantor in its sole discretion.

2.9 Subject to the right of either party to use the dispute resolution process in Section 2.10, this Easement and all rights granted herein to Grantee shall automatically terminate in the event that: A) the Encroachment is in any way damaged beyond fifty percent (50%) of its then fair market value, wholly destroyed, or removed from the Easement Area consistent with Section 2.1 of this Easement; or B) Grantee defaults on the obligations or violates any term or condition set forth in this Easement, and such default is not fully cured following thirty (30) days written notice from the Grantor to Grantee.

2.10 Grantor and Grantee agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. Grantor and Grantee further agree to

communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. If a dispute cannot be resolved informally, then the Parties shall use the following dispute escalation process.

A. **STEP ONE.** Grantor and Grantee shall each identify a representative and shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

B. **STEP TWO.** In the event that Grantor and Grantee are unable to resolve the dispute within ten (10) business days as provided in Step One, either Party may refer the dispute to the King County Airport Director and the Director of the City of Seattle Department having jurisdiction of the Property at the time or their designees. They shall confer and attempt to resolve the dispute within five (5) business days of receiving the referral.

C. **STEP THREE.** In the event the King County Airport Director and the Director of the City of Seattle Department having jurisdiction of the Property at the time or their designees are unable to resolve the dispute within five (5) business days as provided in Step Two, either party may refer the dispute to the King County Executive and the Mayor of Seattle or their designees. They shall confer and attempt to resolve the dispute within five (5) business days after receiving the referral.

If the Parties are unable to resolve the dispute utilizing the process set forth in Steps One through Three above, the Parties may, by mutual agreement, choose to submit the matter to a non-binding mediator. The Parties shall share equally in the cost of the mediator. Neither Party shall have the right to seek relief in a court of law until and unless Steps 1-3 above are exhausted. Grantor may not issue a notice of default to Grantee until and unless Steps 1-3 above are exhausted.

2.11 At all times during the course of the conflict or dispute resolution efforts, the Parties shall diligently continue to perform their respective responsibilities under this Easement.

2.12 This Easement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions or choice of law rules. In the event of any litigation arising out of or relating to this Easement, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. If the Parties litigate any controversy, claim, or dispute arising out of or relating to this Easement, then each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

2.13 This writing (including the Exhibits attached hereto) constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Easement and signed by all Parties

hereto. All other agreements between the Parties regarding the subject matter of this Easement are hereby terminated and no longer applicable.

2.14 This Easement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Easement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Both Parties acknowledge and represent, as an express term of this Easement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Easement.

**3. Effective Date.** This Easement shall become effective and binding upon execution by both Parties hereto and recording of this Easement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**GRANTOR:**

CITY OF SEATTLE, a Washington municipal corporation  
CITY LIGHT DEPARTMENT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

By:

Acknowledged and accepted as to all conditions herein

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Facilities Management Division of the Department of Executive Services, a department of King County, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and is authorized to execute said instrument on behalf of King County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(Notary Seal)

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exhibit “A”  
Grantor’s Property

That portion of land within the Northeast Quarter of Section 29 Township 24 Range 4 and the Southeast Quarter of Section 29 Township 24 Range 4, lying easterly of the following described line:

Beginning at the point of intersection of the Government Meander Line and the southern line of South Myrtle Street; thence, southerly  $S9^{\circ}49'16''W$  a distance of 108.333 feet; thence southerly  $S1^{\circ}45'40''E$  a distance of 201.015 feet; and, thence  $S9^{\circ}38'02''E$  a distance of 122.173 feet to a point that is coincident with the northerly boundary of East Marginal Way South; thence southeasterly  $S49^{\circ}00'00''E$  a distance of 130.00 feet; thence northerly  $N6^{\circ}57'48''W$  a distance of 309.801 feet; and, thence  $N3^{\circ}34'03''E$  a distance of 218.131 feet; and, thence northeasterly  $N12^{\circ}14'45''E$  to the southern line of South Myrtle Street; thence westerly to the point of beginning.

Exhibit “B”  
Grantee’s Property

POR OF SECS 20-24-04 & 28-24-04 & 29-24-04 & 33-24-04 & 34-24-04 & 03-23-04 & 04-23-04 TGW POR OF DAVIS MEADOW TRACTS & ELIZABETH ADD & VAC FAIRGROUNDS ADD & HORTONS 1ST SUBD OF GEORGETOWN & THE MEADOWS TRACTS & QUEEN ADD & QUEEN ADD SUPL - TGW POR OF FOLG DONATION LAND CLAIMS - JOHN BUCKELY #42 & LUTHER M COLLINS #46 & TIMOTHY GROW #44 & #48 & SAMUEL A MAPLE #49 & FRANCIS MCNATT #38 & HENRY VAN ASSELT #50 TGW POR OF FILLED BED OF DUWAMISH RIVER OF -- BAAP OF NXN BTWN WLY MGN OF AIRPORT WAY SOUTH & SELY LN OF SD QUEEN ADD SUPL TH IN A GENERALLY SWLY DIRECTION ALG SD SELY LN TO SW COR TRACT A SD QUEEN ADD SUPL & SLY EXTN OF E LN OF W 1/2 SD LUTHER M COLLINS D L C TH S ALG SD SLY EXTN TO SLY LN OF NLY 1/2 OF SD FILLED BED OF DUWAMISH RIVER TH SWLY ALG SD SLY LN TO ELY MGN OF EAST MARGINAL WAY SOUTH TH CONT SELY ALG SD ELY MGN TO NXN WITH A LN PLT AND 825.00 FT S OF N LN OF JOHN BUCKLEY D L C #42 TH S 54-14-57 E TO ELY MGN OF FILLED BED OF DUWAMISH RIVER TH S 35-49-39 E 104.93 FT TO NLY EXTN OF WLY LN OF DAVIS MEADOW TRATS TH SLY ALG SD WLY LN TO N LN OF TRACT 8 OF THE MEADOWS TRACTS TH WLY ALG SD N LN N 89-16-16 W 197.97 FT TH S 29-52-38 E 520.79 FT TH N 89-58-17 W 230.59 FT TH N 29-52-38 W 524.20 FT TH N 89-16-16 W 179.98 FT TO ELY MGN OF EAST MARGINAL WAY SOUTH TH SLY ALG SD ELY MGN TO SLY LN OF TRACT 7 OF SD MEADOWS TRACTS TH ELY ALG SD S LN A DIST OF 474.62 FT TH S 29-52-38 E A DIST OF 2695.00 FT MORE OR LESS TH S 21-20-38 E TO N LN OF NORFOLK ST (CITY OF SEATTLE R/W) TH ELY ALG N MGN OF SD R/W TO EAST LN OF SECTION 04-23-04 TH CONT ELY & NELY ALG SD N MGN TO WLY MGN OF AIRPORT WAY SOUTH EXTN TH NWLY ALG SD WLY MGN TO P O B -- LESS POR OF SECTIONS 28-24-04 & 29-24-04 DAF - BEG AT 1/4 COR COMMON TO SD SECTIONS TH S ALG SEC LN 575.27 FT TO TPOB TH S 28-42-05 E 199.26 FT TH S 61-17-55 W 464.00 FT TH S 40-59-48 W TO NELY MGN OF EAST MARGINAL WAY SOUTH TH NWLY ALG SD MGN 492.927 FT TH N 40-59-48 E 569.836 FT TH N 28-42-05 W 483.276 FT TH N 61-17-55 E 187.06 FT TO NXN WITH E & W C/L OF SD SEC 29 TH CONT N 61-17-55 E 276.94 FT TH S 28-42-05 E 151.09 FT TO NXN WITH SD C/L TH CONT S 28-42-05 E 654.90 FT TO TPOB LESS TRIANGLE STRIP IN TRACT 4 OF DAVIS MEADOWS TRS-BEG AT SW COR TH N 19-03-01 W 4.00 FT TH SELY TAP ON N BDRY OF MCNATT D L C 50.00 FT E OF BEG TH W 50.00 FT TO BEG --- SUBJ TO FORMER TRANS LN R/W - TGW POR BLKS 1 & 2 & 5 & 6 & 9 & 12 OF QUEEN ADD LY SELY OF SOUTH ALBRO PLACE & VAC STS & ALLEYS ADJ LESS STS - TGW POR LOT 5 BLK 6 SD QUEEN ADD LY NWLY OF S ALBRO PL - TGW ENTIRE REPLAT OF QUEEN ADD SUPL & VAC STS ADJ LESS C/M RGTS OVER POR LOT 1 BLK 5 SD QUEEN ADD LY NELY OF A LN FR PT 16.47 FT WEST OF NE COR TO PT 24.32 FT S OF NE COR LESS C/M RGTS OVER LOTS 5-13 BLK 6 OF SD QUEEN ADD - LESS C/M RGTS OVER POR LOT 36 BLK 9 OF SD QUEEN ADD

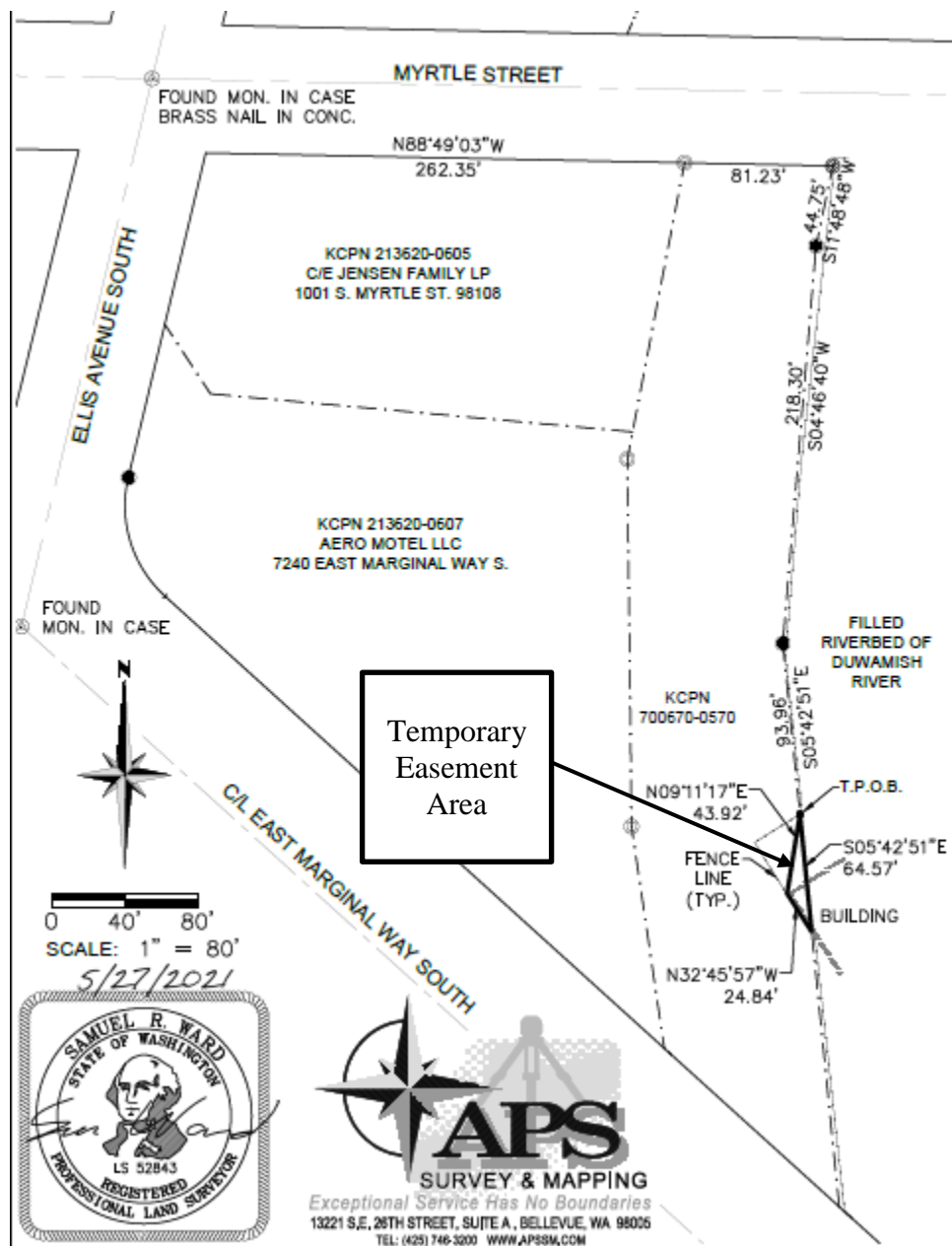


LY SWLY OF LN RNG FR PT 10.12 FT N OF SW COR SD LOT 36 TAP 6.85 FT E OF SD SW COR - LESS C/M RGTS OVER LOTS 1-13 & OVER LOTS 26-29 & OVER POR OF LOT 25 BLK 10 OF SD QUEEN ADD SUPL LY N OF LN - BEG ON EAST LN OF SD LOT 25 A DIST OF 1.56 FT N OF SE COR TH NWLY TAP ON N LN OF S 10.00 FT OF SD LOT 108.28 FT E OF W LN TH W PLW S LN 108.28 FT TO W LN OF SD LOT 25 - LESS POR TRACTS A B C & D SD QUEEN ADD SUPL & VAC ST ADJ & NLY 1/2 SD FILLED BED OF DUWAMISH RIVER DAF - BAAP ON NWLY LN SD TR B 100.00 FT SWLY FR MOST NLY COR TH S 33-36-10 E TO SLY LN SD NLY 1/2 TH SWLY ALG SD SLY LN TO E LN W 1/2 SD COLLINS D L C TH N ALG SD E LN TO NXN WITH C/L OF VAC SOUTH GREELY STREET TH NELY ALG SD C/L TAP N 33-36-10 W OF BEG TH S 33-36-10 E 30.00 FT TO BEG TGW POR W 1/2 SD COLLINS D L C LY ELY OF ELLIS AVENUE SOUTH (MABLE STREET) SLY OF ELIZABETH ADD & LY NLY OF TRACT DEEDED TO CITY OF SEATTLE BY ORD NO 38426 TGW POR SEC 29-24-04 LY ELY OF SD D L C & LY WLY OF WLY & NLY SHORELINE OF SD FILLED RIVER BED TGW POR SD HORTONS 1ST SOUTH ALBRO PLACE & VAC ST ADJ TGW BLK 1 & LOTS 1-6 & LOTS 11-15 BLK 2 OF SD ELIZABETH ADD & VAC POR SOUTH ELIZABETH ST ADJ

## Exhibit “C” Temporary Easement Area

The as built location of Grantee’s storage building, as now constructed and generally described and depicted below, within Grantor’s property described in Exhibit “A”

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 81.23 FEET;  
THENCE S11°48'48"W FOR 44.75 FEET;  
THENCE S04°46'40"W FOR 218.30 FEET;  
THENCE S05°42'51"E FOR 93.96 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING S05°42'51"E FOR 64.57 FEET;  
THENCE N32°45'57"W FOR 24.84 FEET;  
THENCE N09°11'17"E FOR 43.92 FEET TO THE TRUE POINT OF BEGINNING.  
SAID TRACT CONTAINS 365 SQUARE FEET, MORE OR LESS.

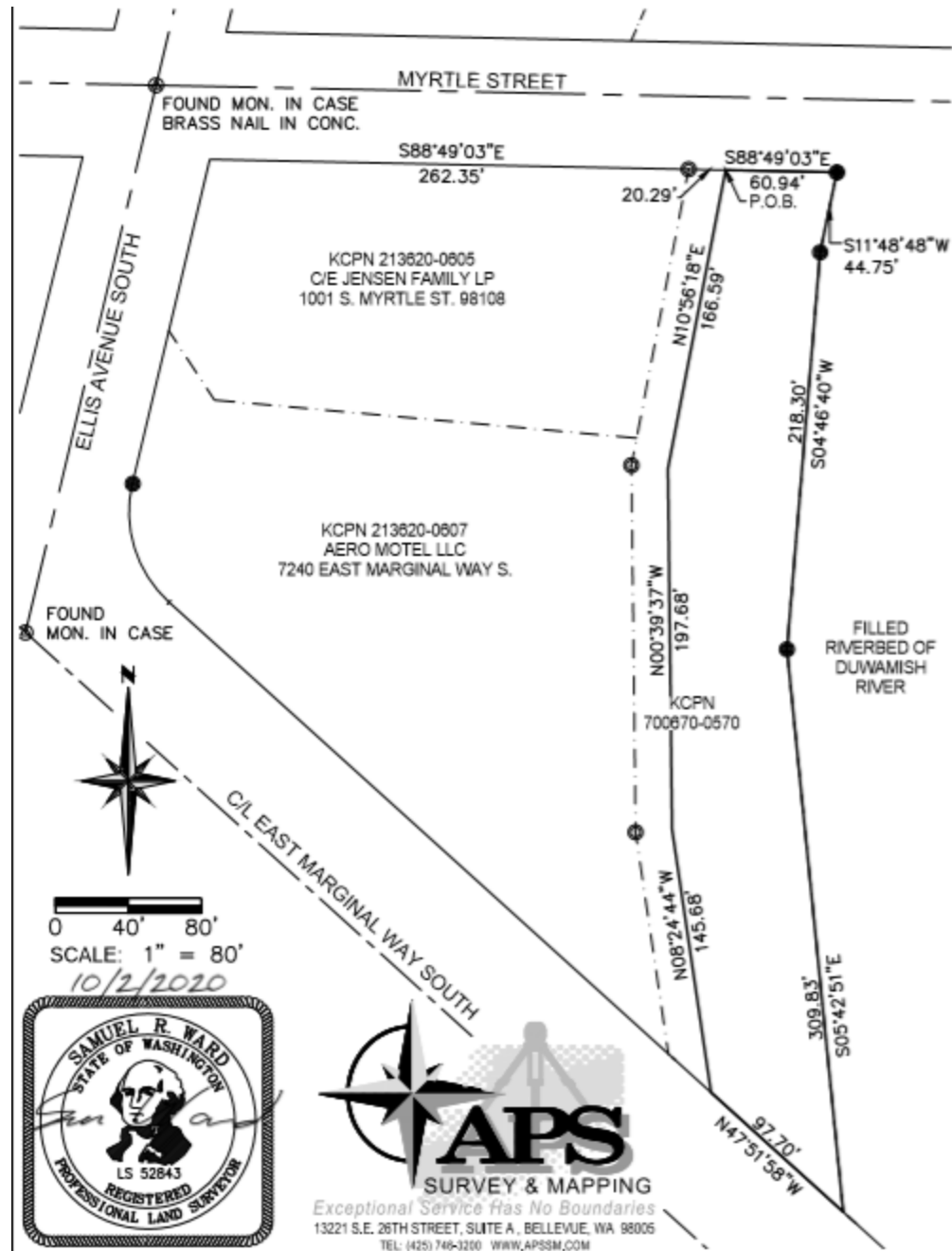


**Attachment 2**  
**Property to be Transferred to Seattle Parks and Recreation (Parcel 1)**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 20.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING S88°49'03"E FOR 60.94 FEET;  
THENCE S11°48'48"W FOR 44.75 FEET;  
THENCE S04°46'40"W FOR 218.30 FEET;  
THENCE S05°42'51"E TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MARGINAL WAY SOUTH FOR 309.83 FEET;  
THENCE N47°51'58"W ALONG SAID NORTHERLY RIGHT-OF WAY LINE FOR 97.70 FEET;  
THENCE N08°24'44"W FOR 145.68 FEET;  
THENCE N00°39'37"W FOR 197.68 FEET;  
THENCE N10°56'18"E FOR 166.59 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 36,349 SQUARE FEET, MORE OR LESS.



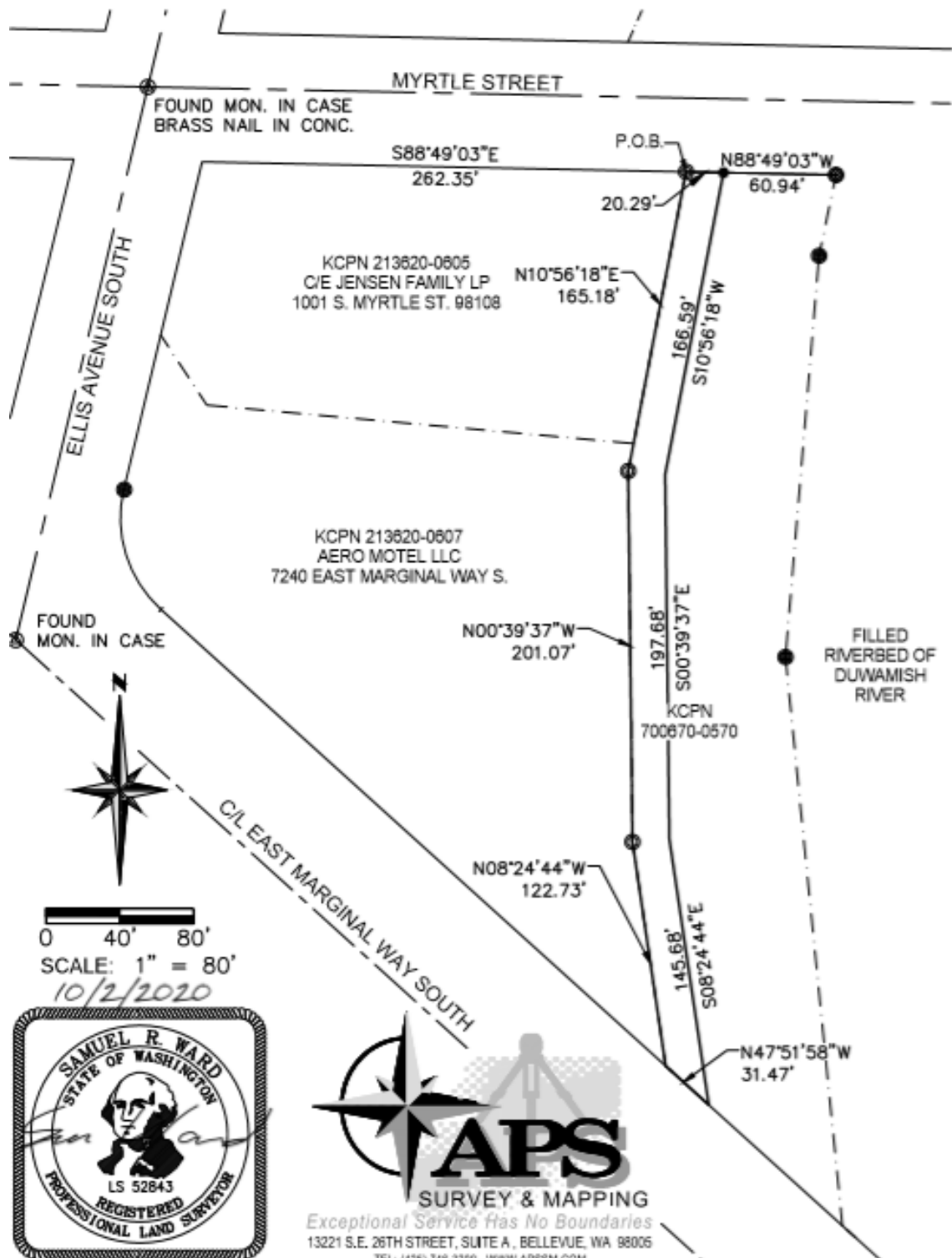
### **Attachment 3**

#### **Property to be Transferred to Seattle Department of Transportation (Parcel 2)**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 20.29 FEET;  
THENCE S10°56'18"W FOR 166.59 FEET;  
THENCE S00°39'37"E FOR 197.68 FEET;  
THENCE S08°24'44"E TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MARGINAL WAY SOUTH FOR 145.68 FEET;  
THENCE N47°51'58"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 31.47 FEET;  
THENCE N08°24'44"W FOR 122.73 FEET;  
THENCE N00°39'37"W FOR 201.07 FEET;  
THENCE N10°56'18"E FOR 165.18 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 9,989 SQUARE FEET, MORE OR LESS.



## **Attachment 4**

### **City Light Retained Jurisdiction for its Electrical Infrastructure on the Flume Property (Parcels 1 & 2)**

City Light retains the jurisdiction to operate, maintain and replace the following infrastructure components as well as access thereto:

1. Wooden pole located at approximately Lat. 47.538803, Long. -122.319152, or possible future replacement poles within ten feet of said location.
2. Wooden pole located at approximately Lat. 47.538441, Long. -122.319079, or possible future replacement poles within ten feet of said location.
3. Guy wires as necessary to stabilize said poles.
4. Electrical distribution and service lines as necessary to serve customers adjacent to the Flume Property.



## **Attachment 5**

### **Memorandum of Agreement Developing the Georgetown Steam Plant Flume into a Community Asset**

Whereas, the City Light Department (SCL) owns 46,338 square feet of property located between S Myrtle St and East Marginal Way S, which formerly functioned as part of the Georgetown Steam Plant Flume (Flume Property); and

Whereas, SCL is seeking a vacation of a segment of Diagonal Way S, which would require the provision of an offsetting public benefit; and

Whereas, the Georgetown community has been historically underserved in terms of public amenities; and

Whereas, this community has long expressed an interest in additional open-space amenities, including specifically an off-leash area and a trail connection with the South Park community; and

Whereas, the Georgetown community has participated in the Seattle Parks and Recreation Department's (SPR) planning for City off-leash areas (OLA), the Seattle Department of Transportation's (SDOT) study of a trail connection between Georgetown and South Park, and SCL's community outreach process for that department's proposed vacation of a segment of Diagonal Ave S and has specifically advocated for both an OLA and a trail segment at the Flume Property; and

Whereas, SPR finds the Flume Property to be a suitable and preferred location for an OLA and SDOT finds the Flume Property to be a suitable and preferred location for a segment of the Georgetown/South Park Connector trail; and

Whereas, the Seattle Design Commission has recommended that SCL's street vacation request be granted and approved the creation of an OLA and trail at the Flume Property as the public benefit for the vacation;

The City Light Department, the Seattle Department of Parks and Recreation, and the Seattle Department of Transportation agree to the following:

Overview. SCL has petitioned to vacate a section of Diagonal Ave S. As a public benefit for the vacation, the petition included transferring the jurisdiction of the Flume Property, at no cost, to SPR and SDOT. The jurisdiction of the western twenty feet of the property (see Exhibit A) will be transferred to SDOT for the future development of a bike/pedestrian trail. The jurisdiction of the remainder of the property (see Exhibit B) will be simultaneously transferred to SPR for the development of an OLA. These two transfers and other consideration detailed below would constitute the offsetting public benefit for the granted vacation and would be contingent on the granting of the vacation.

SCL will also transfer partial jurisdiction of a portion of the property (see Exhibit C) to Seattle Public Utilities (SPU) for the operation and maintenance of SPU's existing drainage infrastructure on the property. SCL will also retain partial jurisdiction of the property to allow the continued presence of its utility poles and overhead lines (see Exhibit D.)

If the street vacation is approved and the jurisdiction of the property is transferred by the City Council, then SPR, SCL, and SDOT would develop the property as outlined below.

Development. The property will be developed to support an Off-Leash Area (OLA) on the eastern portion of the site and bicycle/pedestrian trail on the western site of the site, more or less as indicated in Exhibit E. The project would include the following components:

- The top 6 -12" of soil will be removed from the flume property and properly disposed (12" for the OLA and 6-12" of the other portions of the site).
- The underlying soil may be regraded.
- An equivalent thickness of clean gravel will replace the removed soil. The soil removal and gravel replacement will serve two purposes:
  - It will remove any previously undetected residual contamination and leave a clean surface for the OLA and trail users.
  - It will create a surface that is more suitable for the development of the OLA and trail.
- The OLA on the eastern portion of the property will be fenced.
- The OLA will also have hard pavement pedestrian circulation, signage and waste receptacles.
- An on-site stormwater management facility (bioswale) will be constructed on the eastern portion of the property to serve both the OLA and the trail. 20 trees will be included in this part of the site.
- A domestic water service will be constructed to the site.
- The trail will include pedestrian lighting.
- The project will include required street improvements along S. Myrtle and East Marginal Way S.
- Project timeline:
  - City Council approval of vacation and transfer of public benefit property to SPR & SDOT – 4Q 2020 – 1Q 2021
  - OLA and bioswale constructed 3Q 2021 – 2Q 2022 – Dependent on property transfer and permitting.
  - Trail and street improvements constructed 1Q 2022 – 1Q 2023 – or sooner, if SDOT's funds can be made available quickly enough.

Responsibilities.

- SCL will:
  - Provide the property for the project to SPR and SDOT.



- Contribute to SPR and SDOT for the full cost of soil removal, regrading and placement of clean gravel up to \$480,000.
  - Contribute to SPR \$185,000 toward the cost of designing and developing the OLA.
  - Contribute to SDOT \$1,283,000 toward the cost of designing and constructing the trail.
  - Issue a revocable easement to King County, or otherwise resolve to the satisfaction of SPR the existing encroachment on the east side the Flume Property prior to transfer of the OLA portion of the property to SPR (see Exhibit F.)
  - Continue to be responsible – even after the transfers of jurisdiction of the property - for any testing and/or removal of legacy contamination below the newly placed gravel, that may be required by a regulatory agency.
  - These commitments are contingent on the granting of the Diagonal Ave S street vacation to SCL by the City Council.
- SPR and SDOT will:
  - Continue to support SCL in its efforts to receive the street vacation, including participating in meetings with the community, the Seattle Design Commission, SDOT Street Vacation staff and the Seattle City Council.
  - Assume responsibility for any future contamination of the top gravel layer in their respective areas after its installation.
  - Equally share the cost of the design and construction of the stormwater management facility.
  - Be responsible for maintaining their respective properties once the transfers of jurisdiction are effective. (For SDOT this will include the areas of the street improvements in the S. Myrtle St. and East Marginal Way S. ROWs.)
  - Be responsible for any future improvements to their respective properties that they might seek to make beyond those envisioned here.
- SPR will:
  - Be responsible for and fund (to the limit described below) the design and construction of the OLA, the related fencing, the OLA-related pedestrian circulation, the signage and waste receptacles, and the drinking water service.
  - Manage the design and construction of the initial soil removal and gravel placement for the entire site and the design and construction of the stormwater management facility.
  - Commit \$400,000 of identified capital and labor budget toward its share of the above components.
  - Be responsible for and fund the maintenance of the trees in the stormwater management facility.
- SDOT will:
  - Be responsible for and fund (to the limit described below) the design and construction of the trail, the pedestrian lighting, and the curb and sidewalk improvements along S Myrtle and East Marginal Way S.
  - Reimburse SPR for the cost of the installation of the trees in the stormwater management facility.

- Commit \$400,000 of identified capital and labor budget toward its share of the above components.
- Cover the ongoing cost of the electricity for the pedestrian lighting.

Tom DeBoer

Tom DeBoer (Oct 16, 2020 15:09 PDT)

Tom DeBoer, Chief Environmental Officer  
Seattle City Light

10/16/2020

Date

Andy Sheffer

Andy Sheffer, Planning & Development  
Division Director  
Seattle Department of Parks and Recreation

10/16/2020

Date

Jim Curtin

Jim Curtin (Oct 19, 2020 08:05 PDT)

Jim Curtin, Director of Project Development  
Seattle Department of Transportation

10/19/2020

Date

Exhibit A: Legal Description of Property to be Transferred from SCL to SDOT

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 20.29 FEET;

THENCE S10°56'18"W FOR 166.59 FEET;

THENCE S00°39'37"E FOR 197.68 FEET;

THENCE S08°24'44"E TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MARGINAL WAY SOUTH FOR 145.68 FEET;

THENCE N47°51'58"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 31.47 FEET;

THENCE N08°24'44"W FOR 122.73 FEET;

THENCE N00°39'37"W FOR 201.07 FEET;

THENCE N10°56'18"E FOR 165.18 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 9,989 SQUARE FEET, MORE OR LESS.

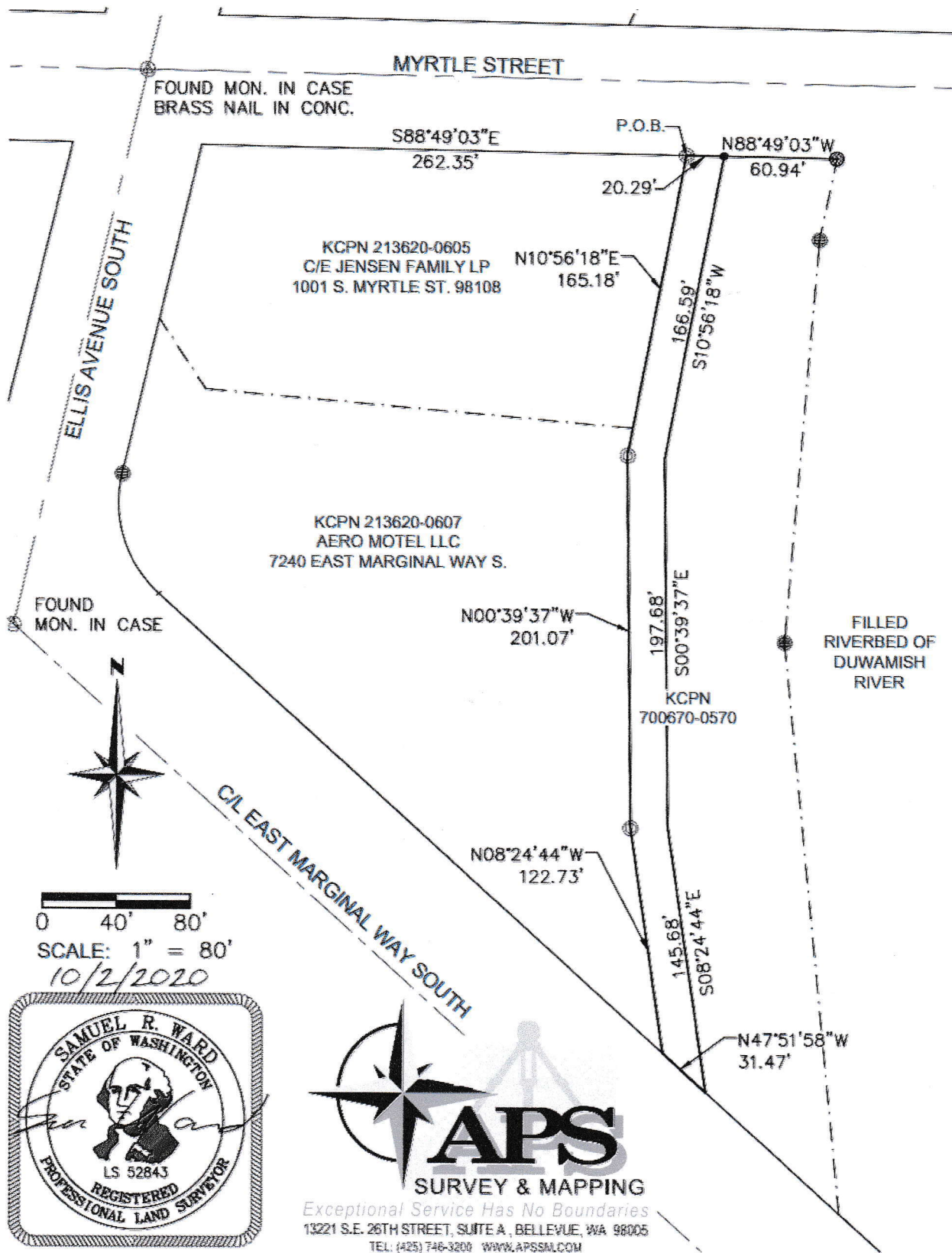


Exhibit B: Legal Description of Property to be Transferred from SCL to SPR

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE GOVERNMENT MEANDER LINE AND THE SOUTHERN LINE OF SOUTH MYRTLE STREET AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 409 OF SURVEYS, PAGES 44 AND 45, RECORDS OF KING COUNTY;  
THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 20.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING S88°49'03"E FOR 60.94 FEET;  
THENCE S11°48'48"W FOR 44.75 FEET;  
THENCE S04°46'40"W FOR 218.30 FEET;  
THENCE S05°42'51"E TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MARGINAL WAY SOUTH FOR 309.83 FEET;  
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SAID TRACT CONTAINS 36,349 SQUARE FEET, MORE OR LESS.



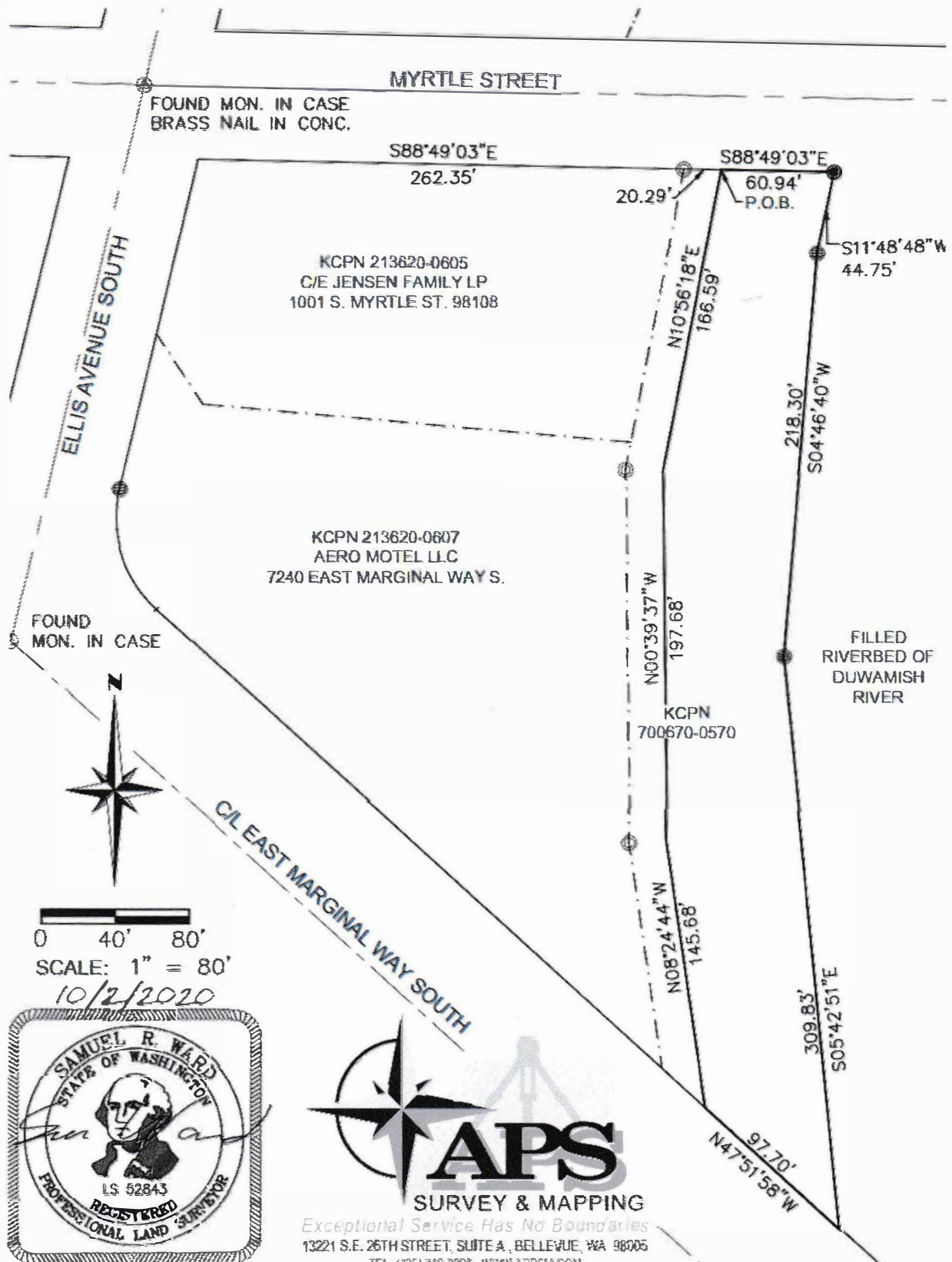




Exhibit C: Property Description for Partial Transfer of Jurisdiction to Seattle Public Utilities

A 20 foot wide strip of land, being a portion of the northerly and westerly half of the filled bed of the Duwamish River in Sections 28 and 29, Township 24 North, Range 4 East, W.M., being 10 feet on each side of the following described centerline:

Commencing at the intersection of the center lines of Ellis Ave S and S Myrtle St; Thence along the center line of said S Myrtle St S 88° 49' 53" E a distance of 317.92 feet; Thence S 01° 10' 07" W a distance of 40.00 feet to the Point of Beginning;

Thence S 10° 39' 38" W a distance of 118.66 feet to a point hereinafter referred to as point "A"  
Thence continuing S 10° 39' 38" W a distance of 53.68 feet;  
Thence S 01° 29' 03" E a distance of 174.48 feet;  
Thence S 17° 32' 54" E a distance of 172.10 feet;

Thence S 47° 51' 41" E a distance of 42.54 feet to the terminus of said 20 foot wide strip of land at the east line of said westerly half of the filled bed of the Duwamish River in Sections 28 and 29, Township 24 North, Range 4 East, W.M., from which the southeasterly corner of said westerly half bears S 05° 53' 30" E a distance of 35.37 feet.

The southerly sidelines of said strip to be extended or shortened to terminate at said easterly line.

Together with a 20.00 foot wide strip of land, being 10 feet on each side of the following described centerline:

Commencing at said point "A", Thence N 79° 20' 22" W a distance of 10.00 feet to the point of beginning; Thence continuing 79° 20' 22" W a distance of 5.00 feet to the terminus of said line

Containing 11,329 square feet or 0.26 acres, more or less.

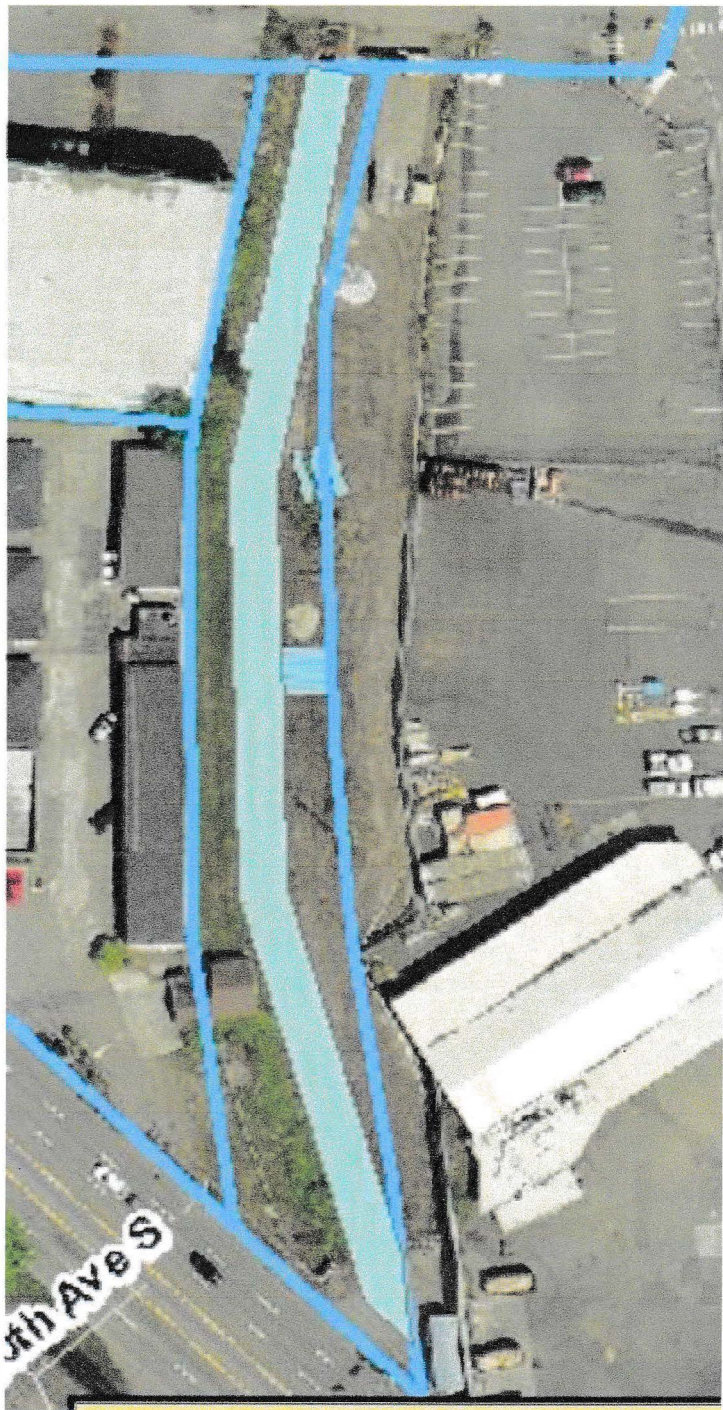


Exhibit D: City Light's Reservation of Jurisdiction for its Electrical Infrastructure on the Flume Property

1. Wooden pole located at approximately Lat. 47.538803, Long. -122.319152, or possible future replacement poles within ten feet of said location.
2. Wooden pole located at approximately Lat. 47.538441, Long. -122.319079, or possible future replacement poles within ten feet of said location.
3. Guy wires as necessary to stabilize said poles
4. Electrical distribution and service lines as necessary to serve customers adjacent to the Flume Property.



Exhibit E: Project Concept for OLA and Trail

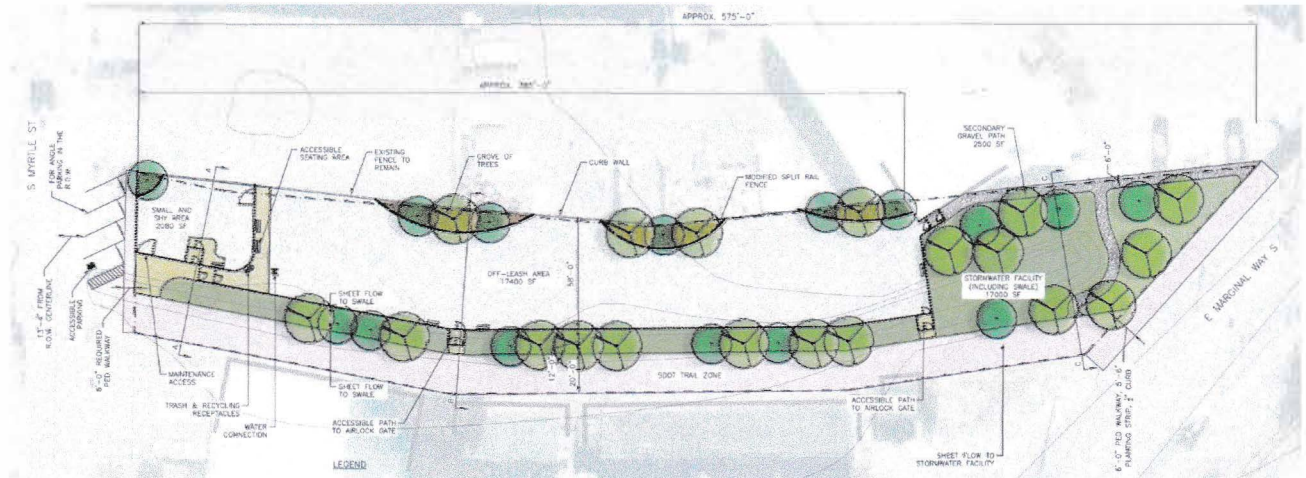
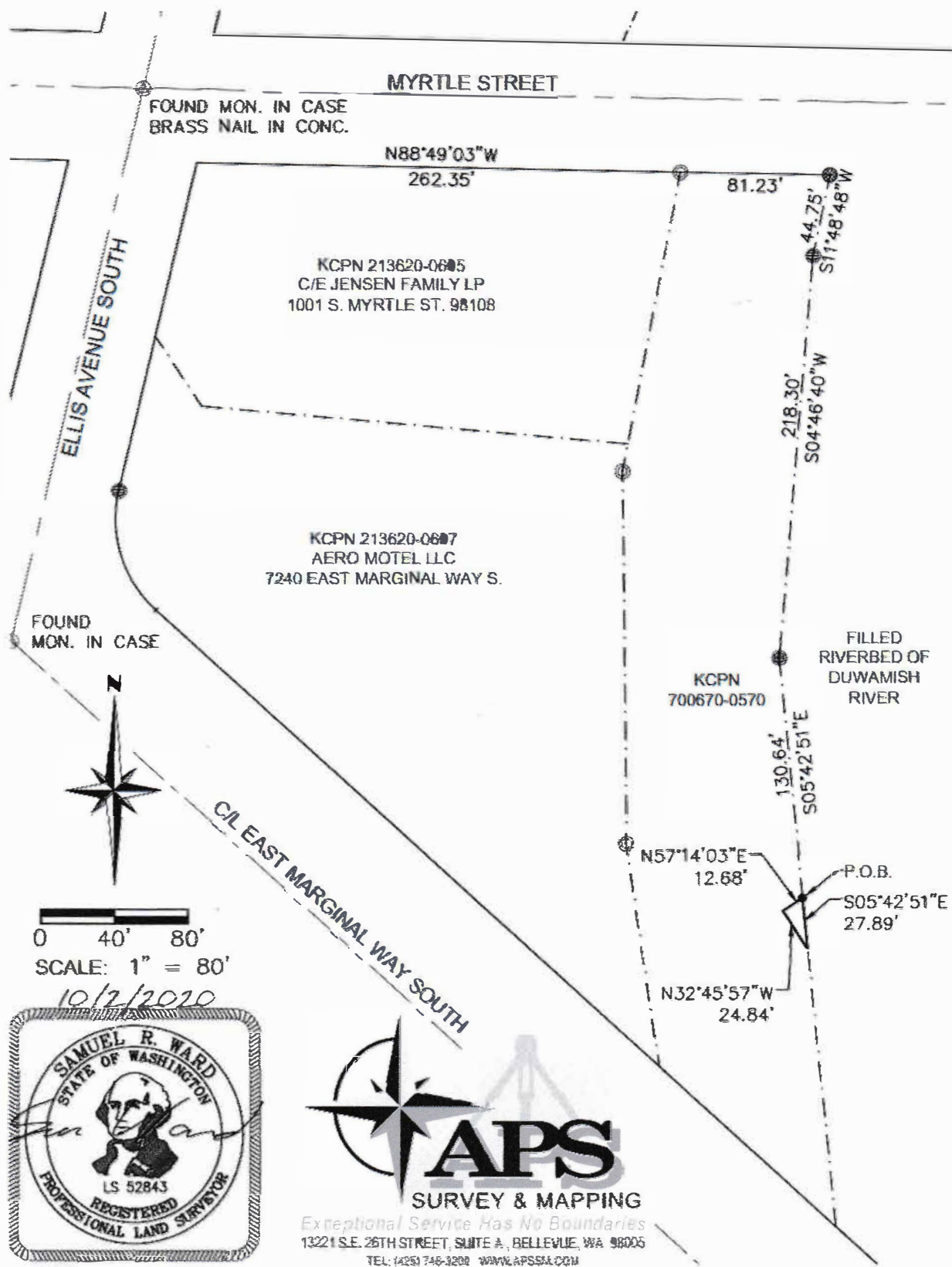


Exhibit F: Legal Description of Revocable Easement Area

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S88°49'03"E ALONG SAID SOUTHERN LINE FOR 81.23 FEET;  
THENCE S11°48'48"W FOR 44.75 FEET;  
THENCE S04°46'40"W FOR 218.30 FEET;  
THENCE S05°42'51"E FOR 130.64 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING S05°42'51"E FOR 27.89 FEET;  
THENCE N32°45'57"W FOR 24.84 FEET;  
THENCE N57°14'03"E FOR 12.68 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 158 SQUARE FEET, MORE OR LESS.



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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle City Light	Mike Haynes/684-3618	Greg Shiring/206-386-4085

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to the City Light Department, the Seattle Department of Parks and Recreation, and the Seattle Department of Transportation; declaring certain real property rights to be surplus to the needs of City Light; authorizing the General Manager and Chief Executive Officer of Seattle City Light to execute an easement agreement with King County, allowing the temporary use of a portion of City Light property to resolve the encroachment of an existing structure located on the west side of Boeing Field within the Northeast Quarter of Section 29 Township 24 N Range 4 E and the Southeast Quarter of Section 29 Township 24 N Range 4 E, and increasing the temporary use area authorized by Ordinance 126328 by approximately 207 square feet; and transferring jurisdiction of certain properties located in the Georgetown neighborhood in Section 29 Township 24 N, Range 4 E, from the City Light Department to the Seattle Department of Parks and Recreation and to the Seattle Department of Transportation.

**Summary and background of the Legislation:** City Light is requesting City Council approval for the transfer of the jurisdiction of portions of the Georgetown Steam Plant former flume property to the Seattle Department of Parks and Recreation (“SPR”) and to the Seattle Department of Transportation (“SDOT”) to create an off-leash area and bicycle and pedestrian trail segment in Georgetown, as part of the public benefit condition for City Light’s approved vacation of a portion of Diagonal Ave South. This ordinance also makes a minor adjustment to the terms of a temporary easement to the benefit of King County, which was previously authorized by Ordinance 126328.

### **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?**

As part of the public benefit condition for City Light’s vacation of a section of Diagonal Ave. S., this property transfer will allow City Light to improve its South Service Center yard with existing budget authority.

This property transfer will allow SPR to develop an off-leash area and SDOT to develop a bicycle and pedestrian trail segment (a portion of the Georgetown-South Park Connection) at the site. The costs of these projects will be shared by City Light, SPR, and SDOT, all with existing appropriations. SPR and SDOT will be responsible for ongoing O&M of the property and facilities, except for the electric power infrastructure (poles and wires) on the property for which City Light will reserve ownership.

**Is there financial cost or other impacts of *not* implementing the legislation?**

If the property transfer is not approved, the off-leash area and trail segment will not be constructed. Also, City Light would not receive permanent title to this section of Diagonal Ave. S., impeding its plan to improve its South Service Center yard.

#### 4. OTHER IMPLICATIONS

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

SPR and SDOT will be receiving property and incurring obligations to fund their portions of the off-leash area and trail segment.

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

Yes. The public hearing required by state law for disposition of surplus municipal utility property is scheduled for the Transportation and Utilities Committee meeting when the legislation will be considered.

**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.

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

No expected negative impacts on vulnerable or historically disadvantaged communities. The property transfer will allow the development of the off-leash area and trail segment in Georgetown, a traditionally underserved Duwamish Valley community. Both projects are included in the Duwamish Valley Action Plan. City Light implemented an extensive community outreach plan, approved by Department of Neighborhoods, for its street vacation petition. SPR and SDOT will continue their ongoing community outreach for their off-leash area and trail projects.

**f. Climate Change Implications**

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

The legislation will not directly affect carbon emissions, though it will facilitate the development of the off-leash area and trail segment in Georgetown which may help



decrease carbon emissions by creating local recreation opportunities and improving non-motorized transportation.

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.**

Facilitating the development of the Georgetown-South Park Connection may enhance transportation resiliency.

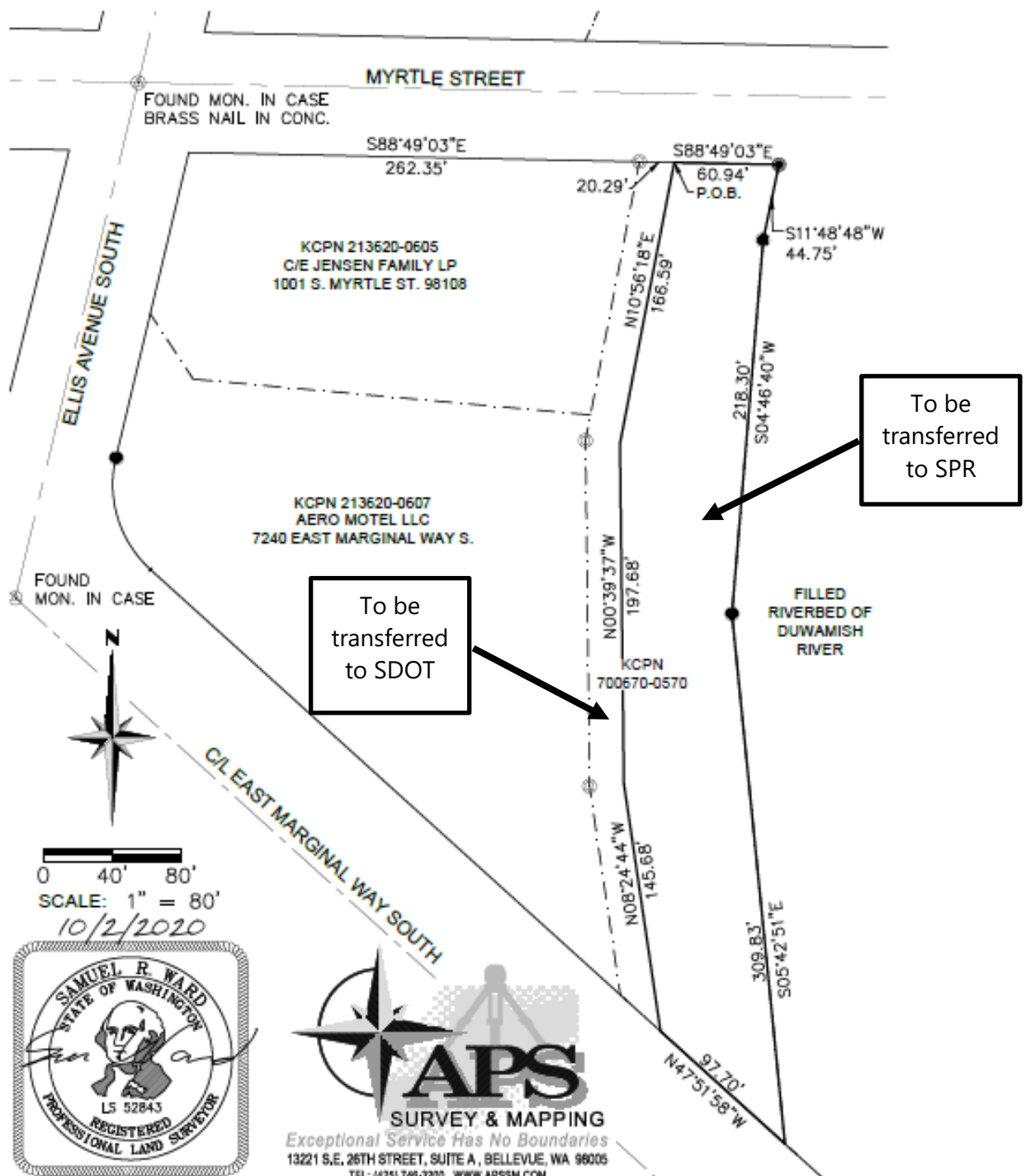
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s).**

Not applicable.

**List attachments/exhibits below:**

Summary Attachment 1 – Diagram of Vicinity

## Attachment 1 Diagram of Vicinity



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

# Georgetown Flume Property Transfer Ordinance

Presentation to City Council

Transportation and Utilities Committee

December 1, 2021



**Seattle City Light**

WE POWER SEATTLE

# Last Council action in a series of steps to create off-leash area and trail in Georgetown

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## + Prior Council steps:

- Approved Ordinance 126306 on April 12, 2021, to formalize Seattle Public Utilities' rights to maintain storm drain under the property
- Approved Ordinance 126328 on May 10, 2021, to authorize temporary easement to King County to resolve a small encroachment on the property
- Granted conditional approval for City Light's street vacation request in Clerk File 314451 on August 9, 2021

## What this ordinance accomplishes

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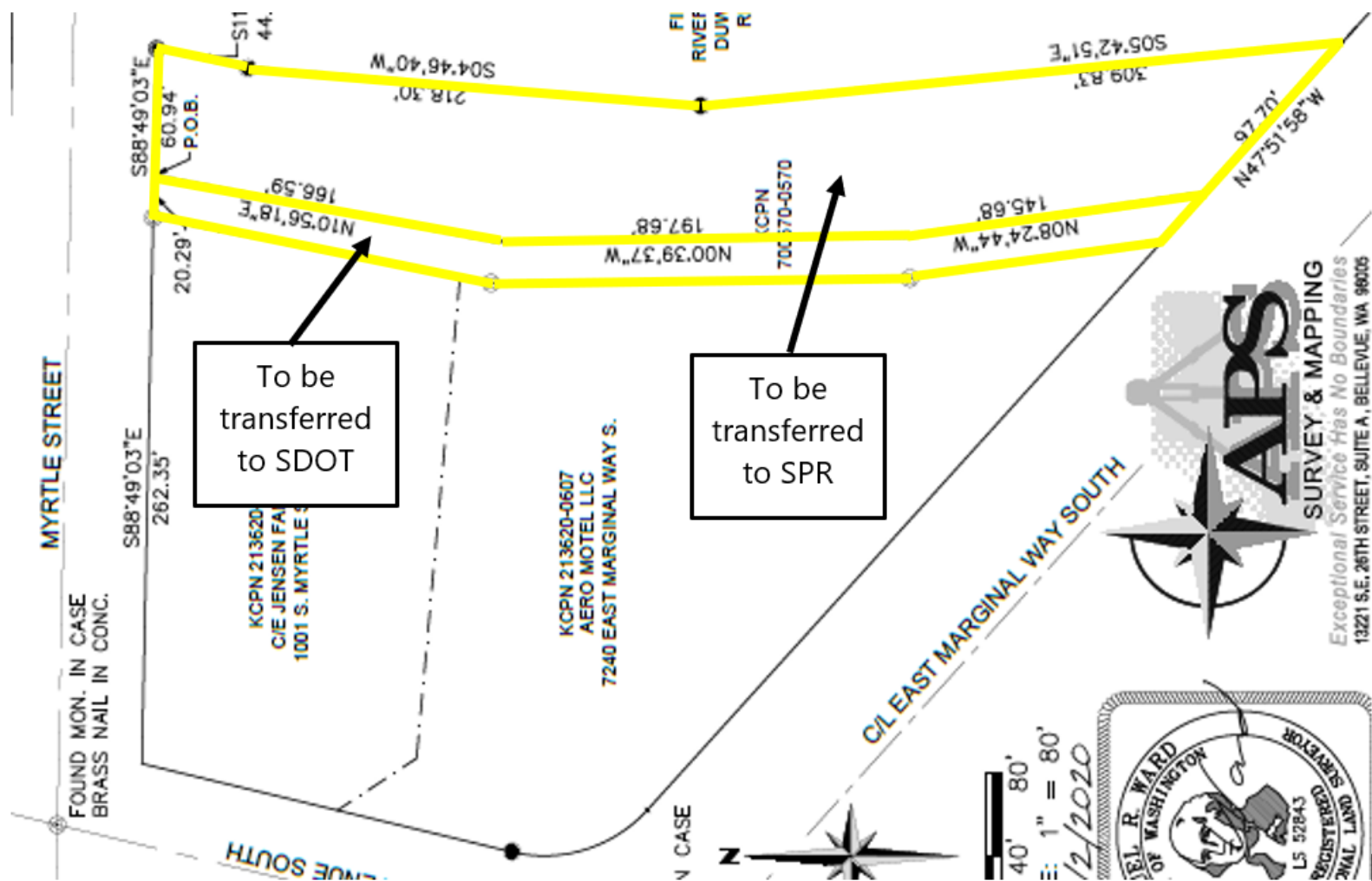
- + Declares the property surplus to City Light's utility needs
- + Makes minor correction in King County's temporary easement previously authorized by City Council
- + Transfers jurisdiction of the property to Parks and SDOT
- + Implements one of the major components of the requirements of City Light's previously approved street vacation
- + Allows Parks and SDOT to proceed with creating the off-leash area and trail for the community, on the property



# Property location in Georgetown



# Parcels to be transferred





# General depiction of off leash area & trail segment





# THANK YOU

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**Seattle City Light**



## Legislation Text

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**File #:** Inf 1958, **Version:** 1

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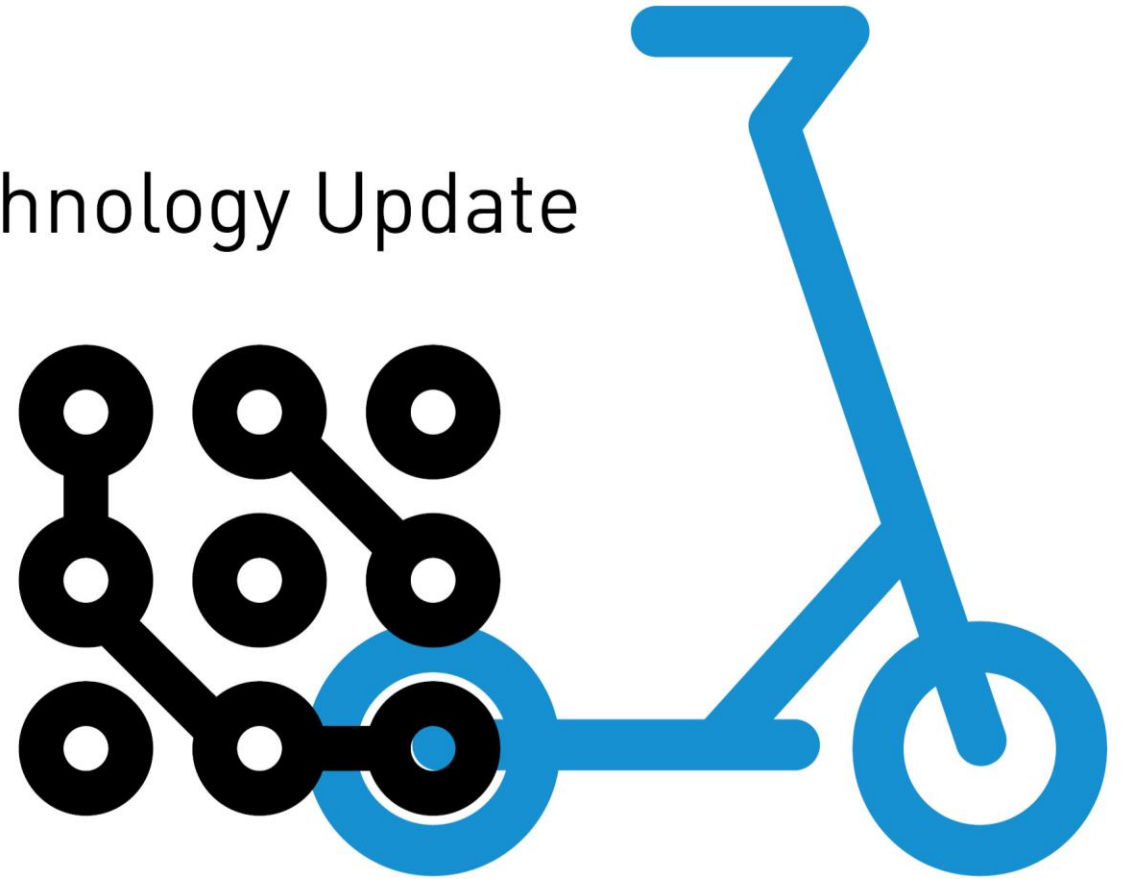
Presentation: Scooter Share and New Mobility

# 2021 New and Emerging Mobility Updates

Transportation and Utilities Committee

# Agenda

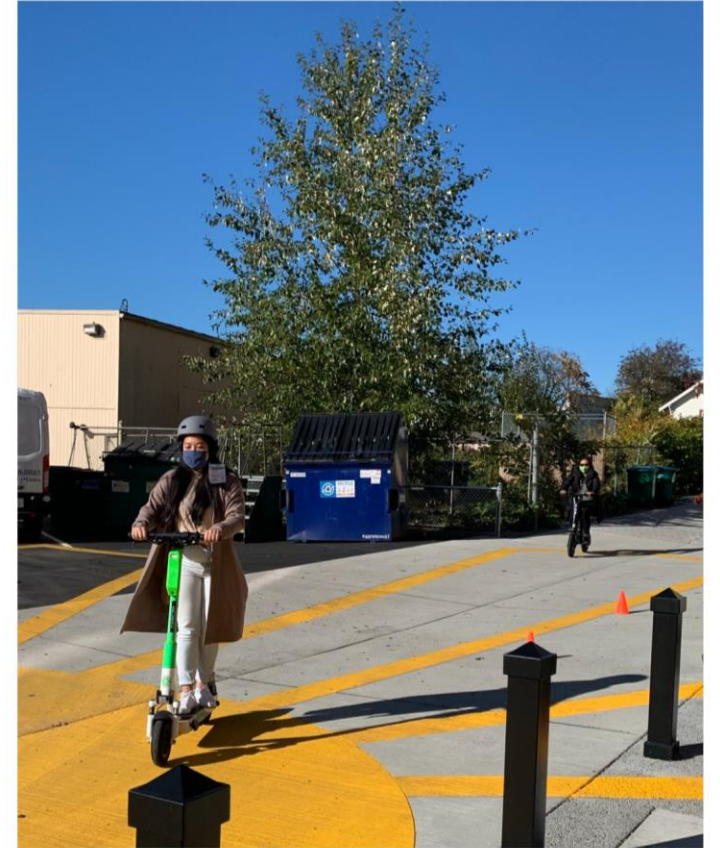
- Scooter Share Pilot Evaluation
- New and Emerging Mobility Technology Update



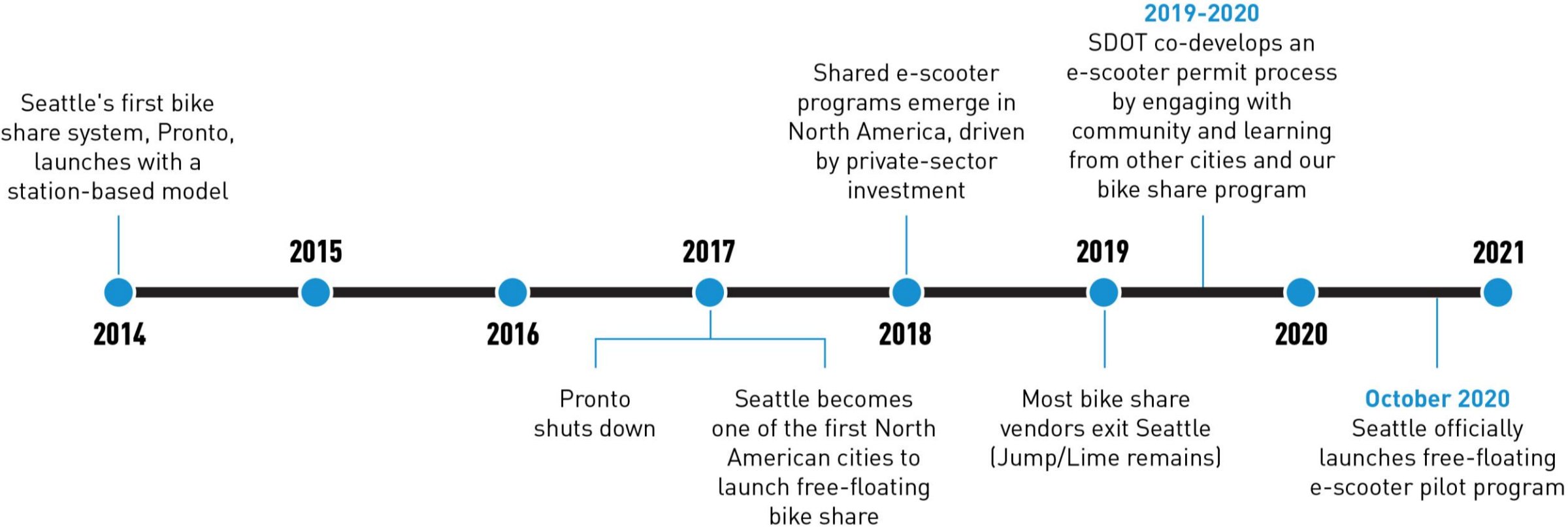


# Scooter share pilot evaluation overview

- Background
- Overview of Pilot and Evaluation Criteria
- Scooter share by the numbers
- Equity, Safety, and Climate
- Key takeaways and next steps

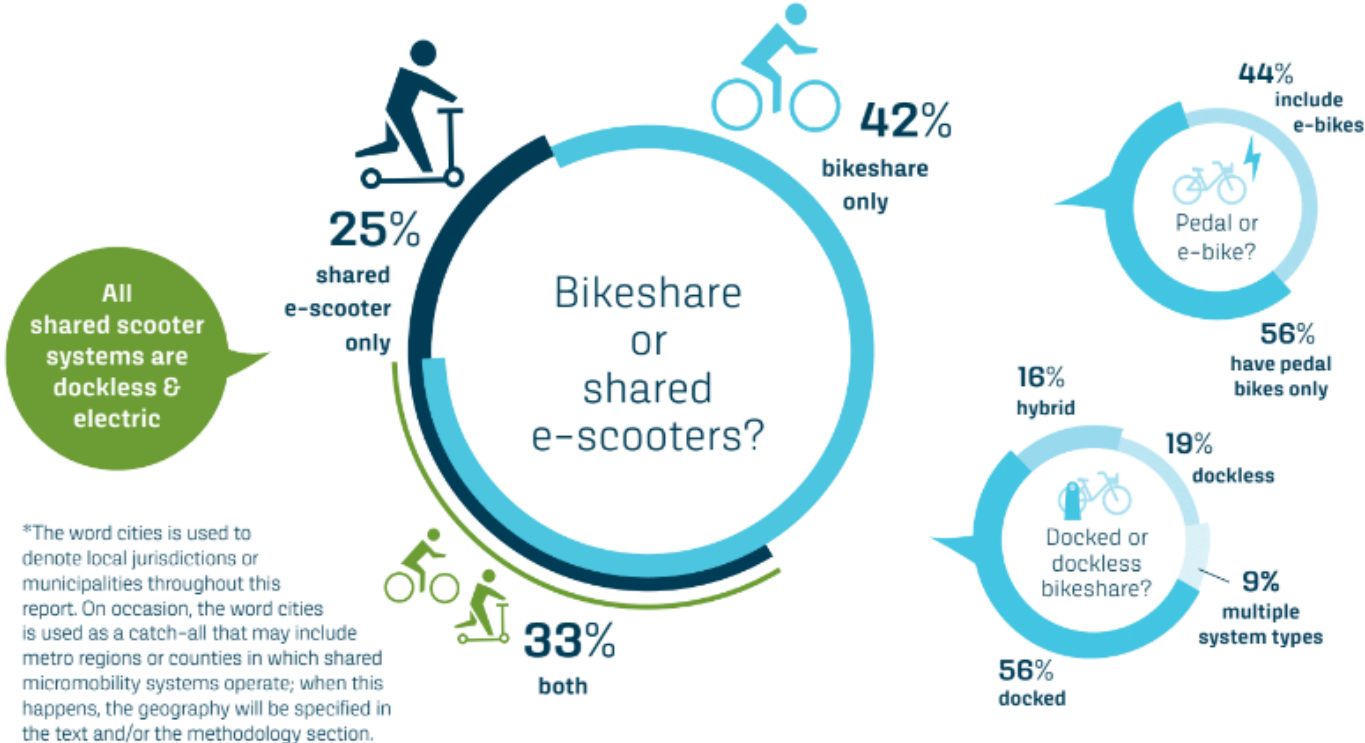


# Micromobility in Seattle through the years



# Micromobility in North America

At least 224 cities in North America have a **shared scooter** or **bikeshare** system



NABSA | 2020 STATE OF THE INDUSTRY REPORT

# Scooter share pilot design

- We spent 1.5 years developing the scooter pilot, co-designing objectives with community and advocacy organizations, especially the disability community
- Took lessons learned from bike share, other cities, and vendors
- Grappled with key decisions such as sidewalk riding (not allowed)
- Legislation approved in September 2020 by Council and Mayor



# Pilot design - Four scooter vendors



- Also operates bike share
- Launched September 15, 2020
- Up to 2,000 scooters



- Standing style
- October 30, 2020
- Up to 2,000 scooters



- Sitting style
- November 6, 2020
- Up to 2,000 scooters



- Innovative Drover AI technology
- July 15, 2021
- Up to 1,000 scooters



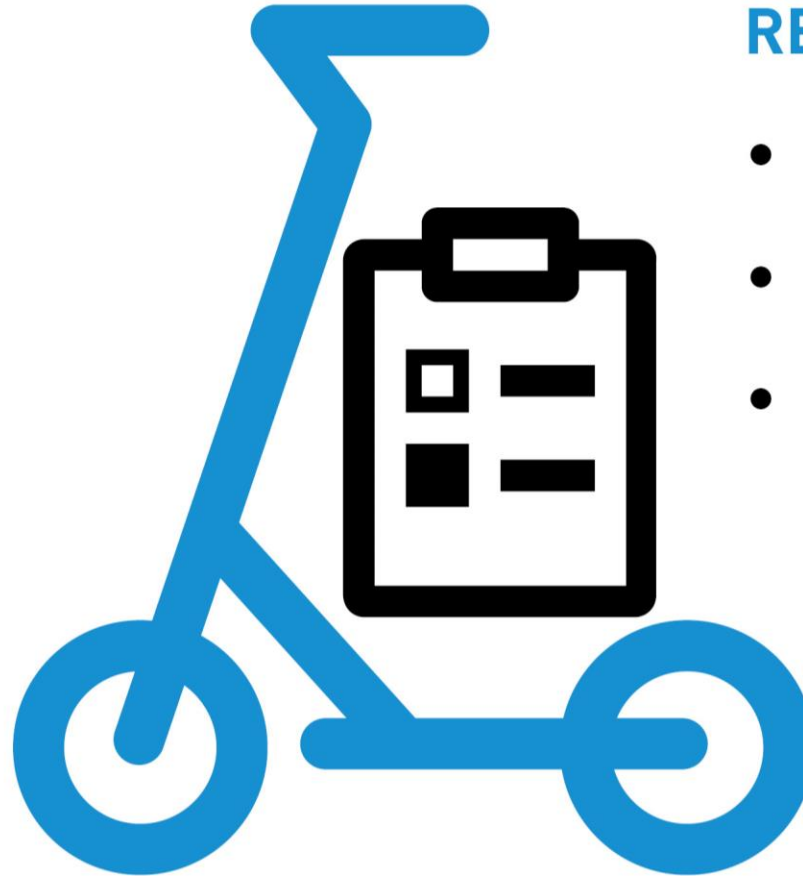
# Scooter pilot objectives

- 1 Reduce Seattle's carbon emissions by providing active, low-carbon, and congestion-reducing mobility options
- 2 Ensure accessibility for and expand use by Black and Indigenous people, non-Black people of color, low-income people, immigrants and refugees, and people with limited English proficiency
- 3 Be safe and advance our Vision Zero objectives
- 4 Ensure sidewalks are safe and accessible for people of all ages and abilities
- 5 Provide accessible and adaptive mobility options and expand use by people with disabilities

# Scooter pilot management

## PROGRAM MANAGEMENT

- Digital tools
- Vendor relationships
- Infrastructure
- Evaluation and continuous improvement
- Outreach and engagement
- Access and affordability



## REGULATORY OVERSIGHT

- Permit conditions
- Compliance
- Code changes

# Evaluation process

Evaluated scooter pilot from October 1, 2020, through September 30, 2021, using many data sources:

- Trip level data feeds from vendors
- Aggregated membership reports from vendors
- Citywide device parking audits collected by SDOT staff
- User survey with 4,141 respondents, about safety and rider behavior, November 2021
- Police reports
- Constituent feedback



# Scooter share by the numbers

**1,489,985** 

Total scooter trips in Seattle from 10/20-9/21

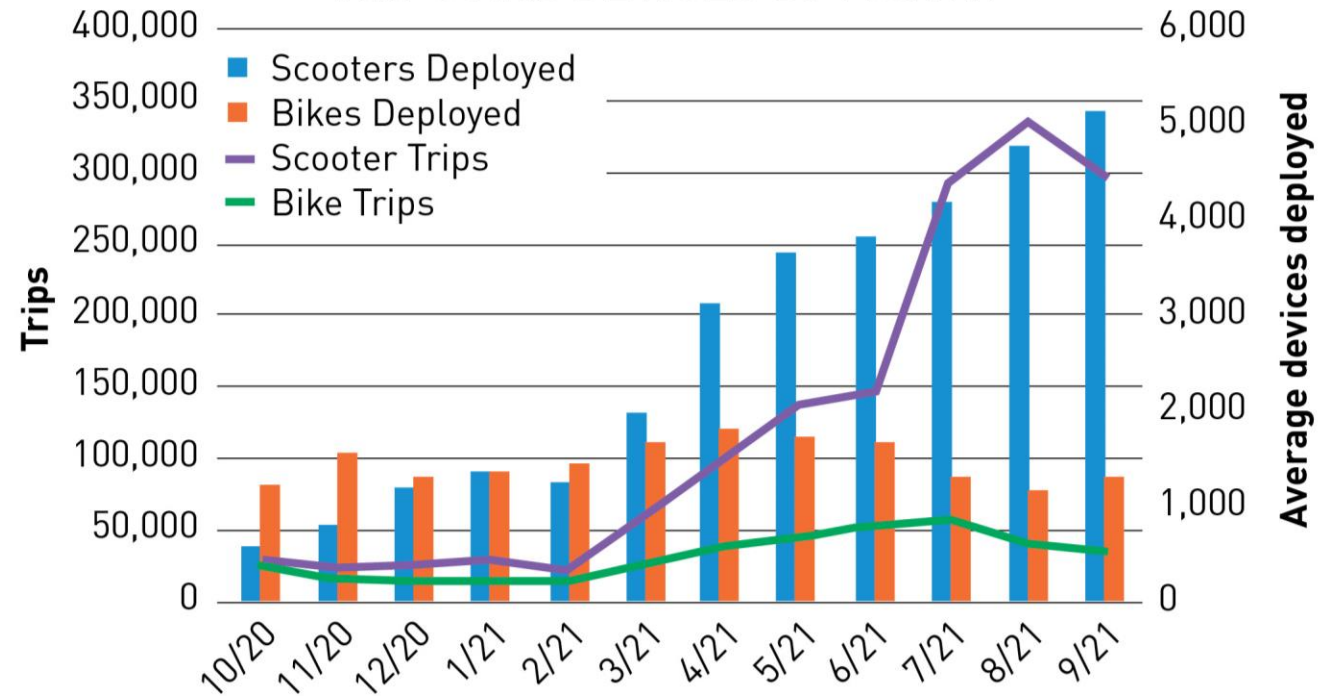
**2,646** 

Average scooters deployed per day

**5,134** 

Peak daily scooter deployment in 9/21

## TRIPS AND DEVICES BY MONTH







# Scooter share by the numbers

The average scooter trip was



How many people ride?

	Total Unique Riders
	262,825
	121,317
	78,326
	22,965

Average of around 3 trips per user over the pilot period

# User survey

- We conducted a survey in November 2021 targeted to people who had used scooter share or bike share
- Survey was promoted through vendor emails and apps and was voluntary
- 4,141 respondents reported having used scooters
- This informs us about who uses scooters, as well as their experiences and behaviors



# Who is using scooter share?

**15%**

of scooter users identified as having a disability

**65%**

of users identified as men

**33%**

as women

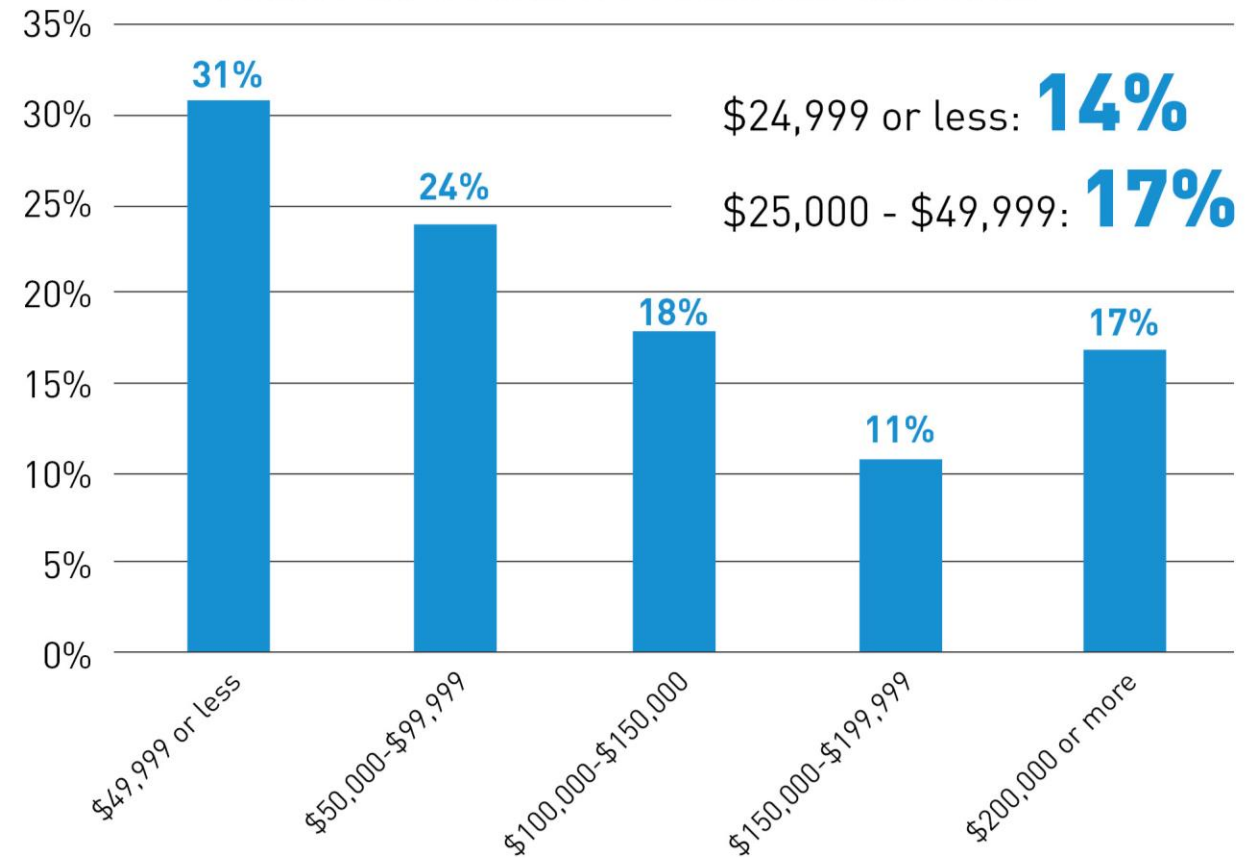
**4%**

as another gender (could select more than one)

Racial demographics generally align with Seattle's demographics



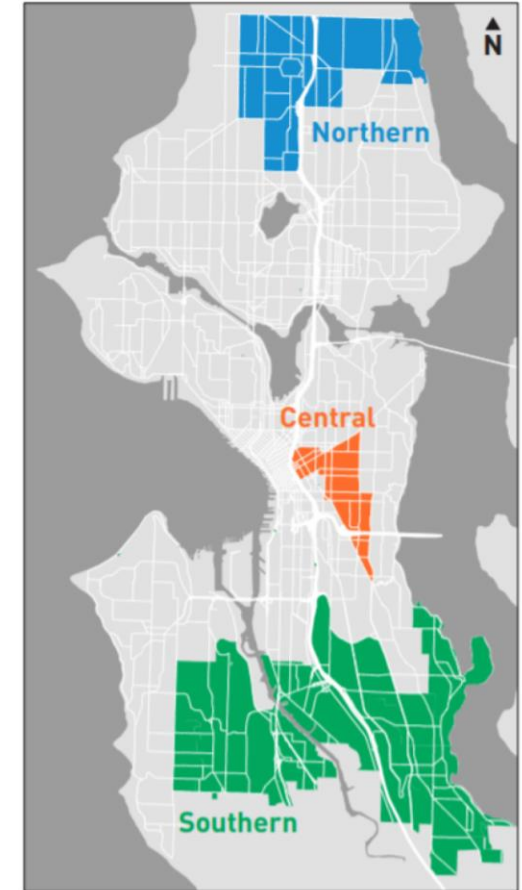
## USERS BY TOTAL HOUSEHOLD INCOME





# Equity: Geographic deployment

- Vendors are required to deploy 10% of their fleet to the equity focus areas on the map
- Overall, 15.5% of devices were deployed in equity areas during the pilot



# Equity: Required reduced-fare plan usage

Vendors are required to offer reduced fare plans. The structure of the fee varies by vendor with a required cap of \$1.50 per hour.

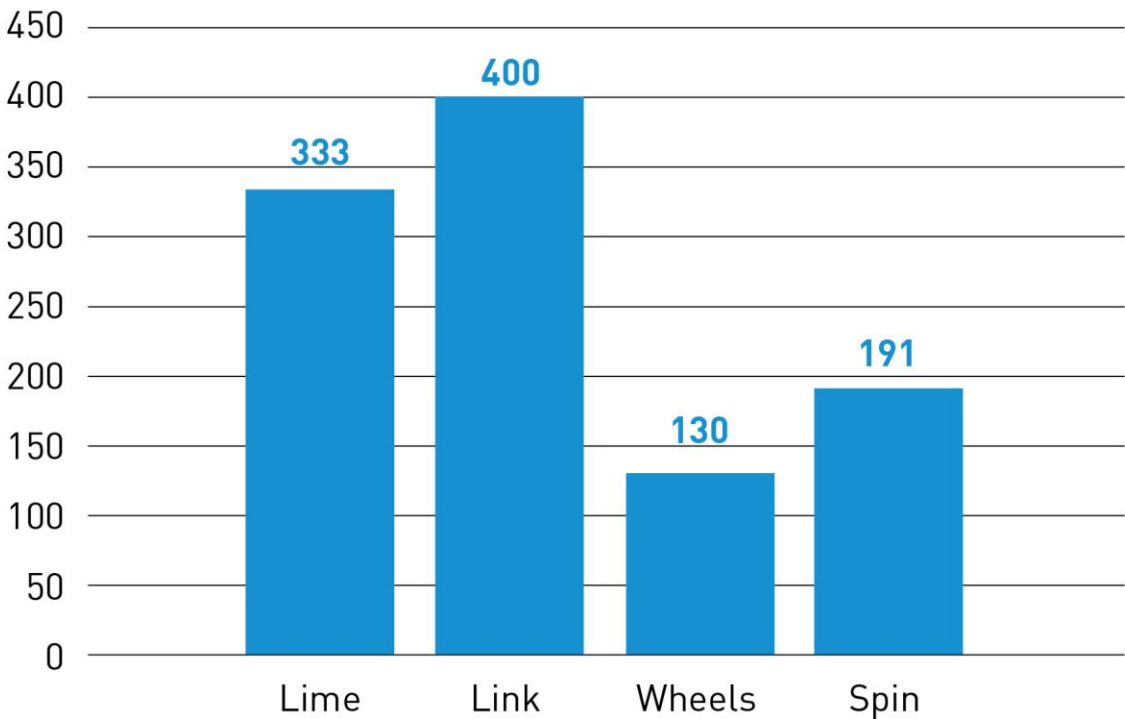
Reduced-fare riders took **67,706** trips

**64** trips per rider for the year, compared to just 3 trips per rider overall

**4.5%** of total trips were taken using a reduced-fare plan



REDUCED FARE PROGRAM UNIQUE RIDERS



# Equity: Outreach with community partners

- We resourced BIPOC community organizations to conduct focus groups
- Some barriers identified:
  - Lack of knowledge about how to use
  - Access to helmets, safe places to ride
  - Affordability and knowledge about reduced fares
  - Language access needs
- Held targeted outreach events, staffed by SDOT and vendors
  - Included helmet giveaways, hands-on instruction for first-time riders, and sign-ups for reduced-fare plans



*APALA outreach and demonstration event on 10/30/2021*



# Equity: Adaptive cycling and accessibility

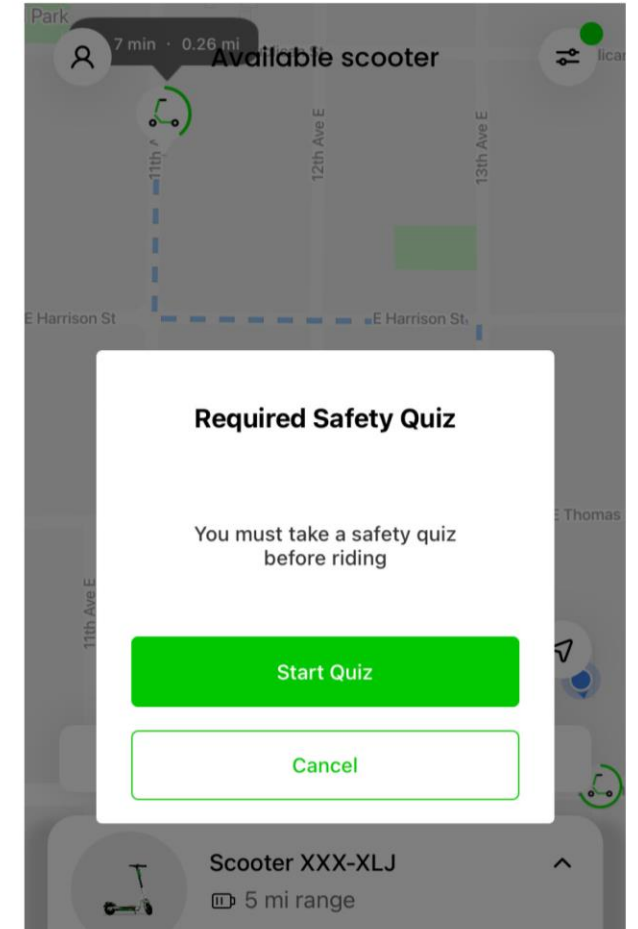
- Outdoors for All
  - Permit fees were used to expand existing adaptive cycle program to increase options for people with disabilities
  - Council budget added additional funding to expand this program further in 2022
- Seated scooter option
  - Pilot prioritized a seated scooter offering (Wheels) to offer an option that may be more accessible for certain users



*Emily gets ready to try an adaptive bike (right). Image courtesy Outdoors for All.*

# Safety: Rider experience

- Vendors implemented numerous safety requirements:
  - Reduced speeds for first ride; riding and parking behavior quizzes
- City implemented helmet requirements
  - However, in survey, 70% of riders reported never or almost never wearing a helmet
- City disallowed sidewalk riding in most circumstances
  - 73% of surveyed users rode most of their last trip in bike lanes, in the street, or on bike trails and paths
  - 22% rode on the sidewalk for most of their trip
  - 69% of users said they chose to ride where they felt safest



# Safety: Injuries and fatalities

## POLICE REPORTS

- 17 scooter-related collisions filed as police reports (0.2% of over 8,000 police reports filed during the pilot period)
- All injuries reported to the police involved a collision with a motor vehicle

## USER SURVEY

- 2.6% of scooter users surveyed reported experiencing an injury for which they sought medical attention

## POLICE REPORT DATA

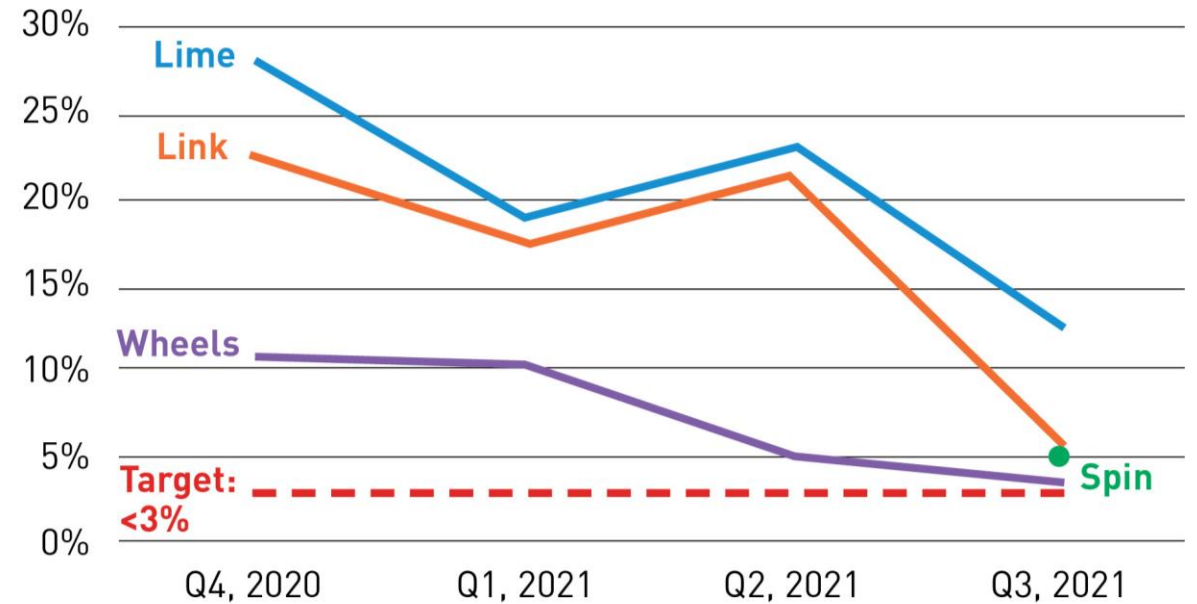
Injury Reported	Number of Collisions
No injury	1
Minor injury	10
Serious injury	5
Fatality	1

# Safety: Keeping sidewalks clear

- Team conducted in-person parking compliance audits on 68 days during pilot period, touching over 4,000 devices
- Designated parking areas (e.g. Alki) can be successful but not always scalable across the city
- Users appear to be learning and improving over time



**OBSTRUCTION HAZARDS BY VENDOR BY QUARTER**





# Climate: Zero emission options

- 100% of shared micromobility devices are zero emission
- There were over 2.2 million miles traveled on scooters in the pilot year
- Over 50% of trips start and/or end near a frequent transit stop
- 24% of scooter users surveyed said they would have driven a personal vehicle for their last trip, and 30% said they would have used ridehail or taxi, if they hadn't used a scooter



*Scooters at Roosevelt Light Rail Station*

# Key takeaways - how the pilot met our goals

- People are riding scooters for many different trip types, connecting to transit, and replacing car trips, even in a pandemic
- We need to continue to work to expand who has access to, feels comfortable with, and can afford scooter trips
- While there have been some injuries and collisions, we will continue to improve education about safety for users and non-users, including drivers
- Device parking improved over time, but we can still do more to ensure scooters aren't obstructing sidewalks, as well as reducing how much people ride on sidewalks
- Scooters provided a complementary climate-friendly option to the existing bikeshare program

# Next Steps for 2022

- Extend permits through Q1 2022, then continue the scooter share program in 2022 by way of a competitive application and permitting process
- Continue robust audit program for parking obstructions and add sidewalk riding data collection
- Expand public awareness campaigns to improve sidewalk riding, parking behavior, and helmet use
- Continue to improve education and outreach to increase use in equity focus communities
- Evaluate ways to improve affordability for users and ensure financial sustainability of program
- Expand our partnership with Outdoors for All – thanks to new funds in the 2022 budget

# Questions about scooter share?

**Becky Edmonds**

Micromobility Program Manager  
Seattle Department of Transportation

[becky.edmonds@seattle.gov](mailto:becky.edmonds@seattle.gov)

206.684.5104



# New and Emerging Mobility Technology Update

## Autonomous Vehicles - AVs (Active effort)

- Engaging in statewide, regional, and local conversations about AV testing and rules
- Coordinating with City of Bellevue on regional considerations for AV readiness as vehicles will operate cross-jurisdictionally
- Collaborating with other U.S. cities on best practices for AV management and regulation
- Amazon-owned Zoox completed initial phase of small-scale AV testing in Seattle in November 2021



# New and Emerging Mobility Technology Update

## Cargo Bikes (Active effort)

- Partnered with the University of Washington's Urban Freight Lab to launch first US-based microhub featuring electric cargo bike storage for deliveries
- Plans to advance efforts around commercial cargo bike loading and riding in 2022



## Personal Delivery Devices - PDDs (Monitoring)

- State legislation passed in 2019 allowing these devices to travel on sidewalks in Washington State
- Minimal commercial testing or deployments in Washington but growing rapidly in California and other states



## Drones and Urban Air Mobility -UAM (Monitoring)

- Minimal commercial testing or deployments nationwide but growing interest from other cities and regionally in Washington



# Questions about new mobility?

**Kelly Rula**

New Mobility Manager

Seattle Department of Transportation

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206.549.7579





## Legislation Text

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**File #:** Inf 1957, **Version:** 1

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Presentation: Parameters for 2021 Financial Audit of Seattle Public Utilities



MOSSADAMS

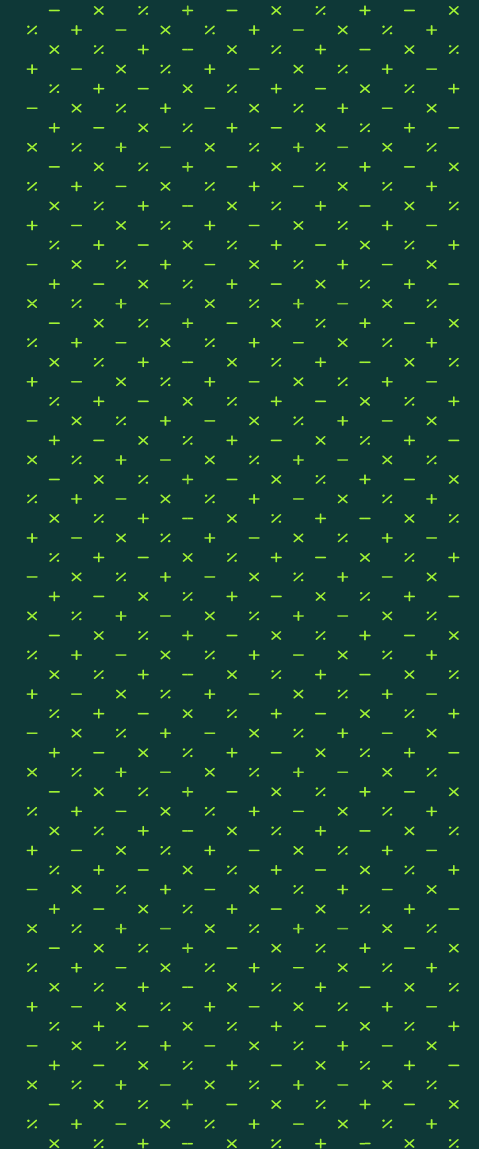
# Seattle Public Utilities

## 2021 AUDIT PLAN

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Transportation and Utilities Committee

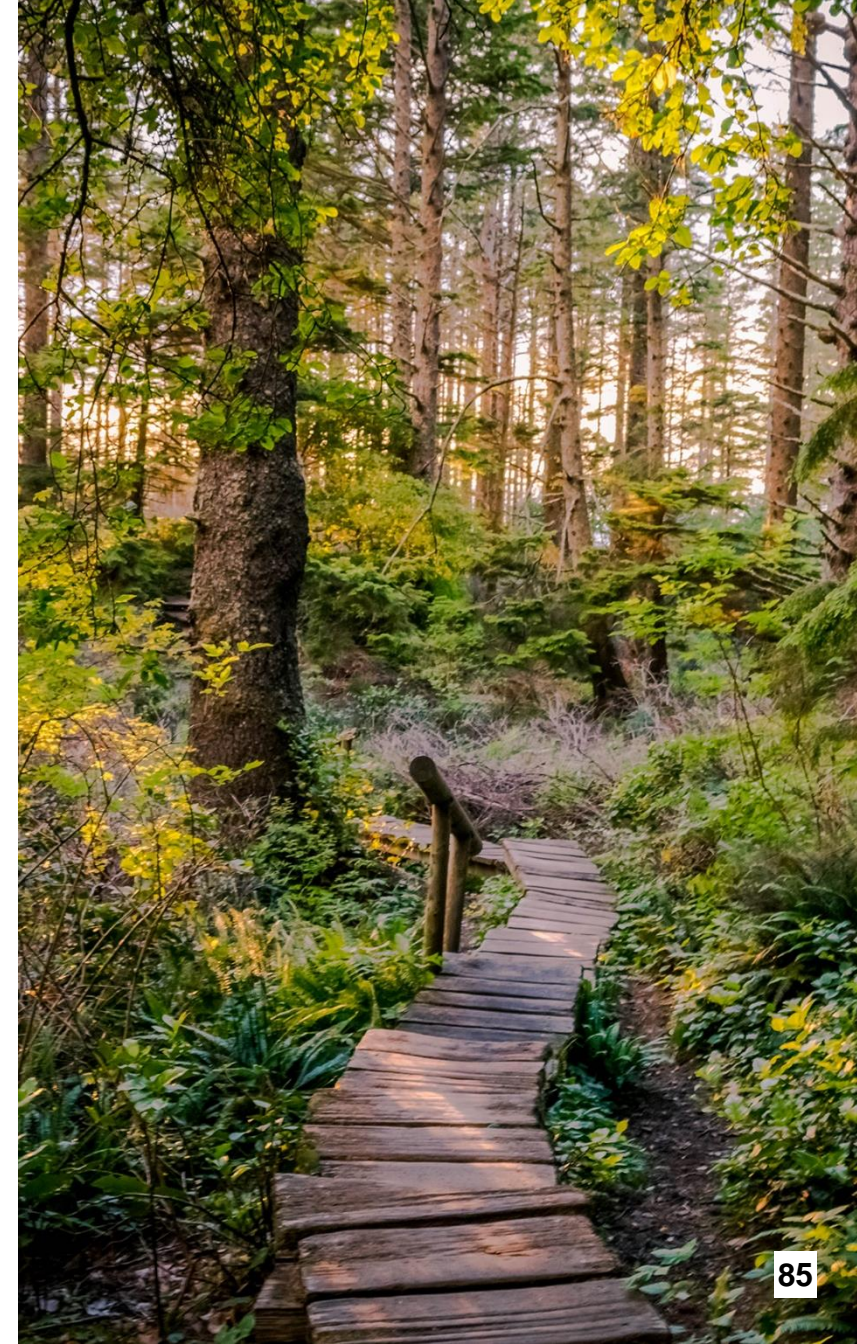
December 15, 2021



# Agenda

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1. Your Service Leadership Team
2. Scope of Services
3. Auditor's Responsibility in a Financial Statement Audit
4. Audit Timeline
5. Significant Risks Identified
6. Consideration of Fraud
7. Risks Discussion
8. Documents Containing Audited Financial Statements and the Auditor's Report
9. New Auditing Standards
10. Recent Accounting Developments



# Your Service Leadership Team

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# Scope of Services

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- Audits will be conducted in accordance with U.S. Generally Accepted Auditing Standards and *Government Audit Standards*
- Reports to be issued:
  - Independent Auditors Report on the financial statements of
    - Water Fund
    - Drainage and Wastewater Fund
    - Solid Waste Fund
  - Report on Internal Control Over Financial Reporting and on Compliance and Other Matters in accordance with *Government Auditing Standards*
  - Report to Those Charged with Governance (communicating required matters and other matters of interest)

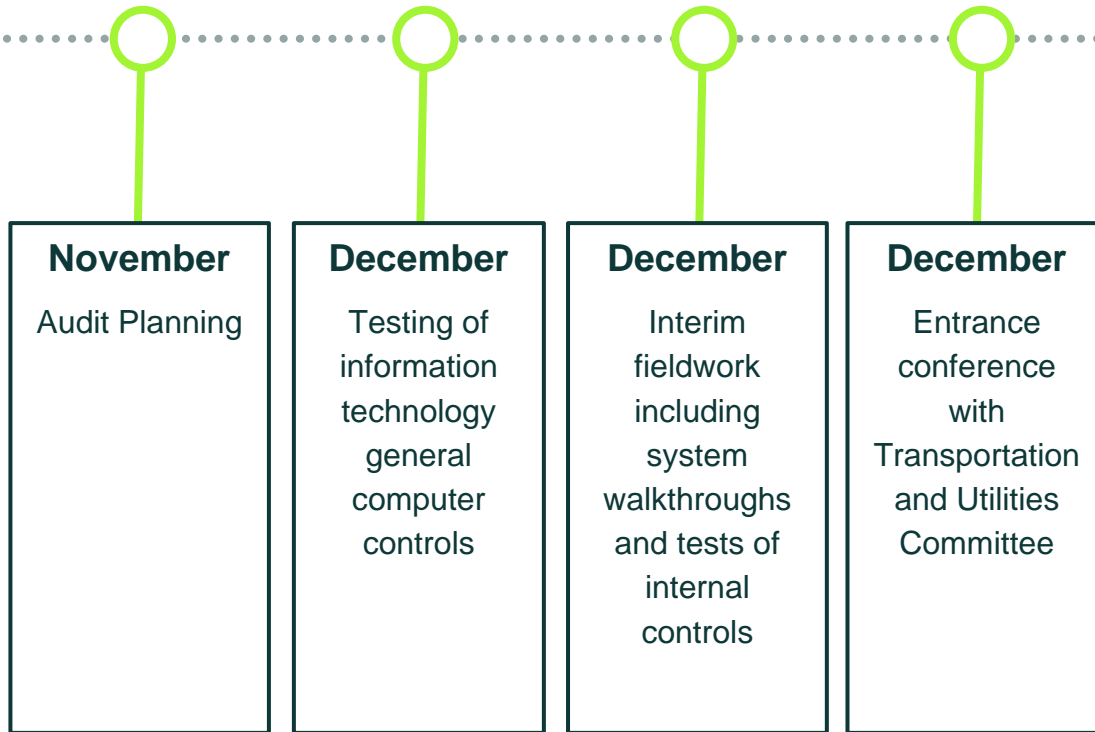
# Auditor's Responsibilities in a Financial Statement Audit

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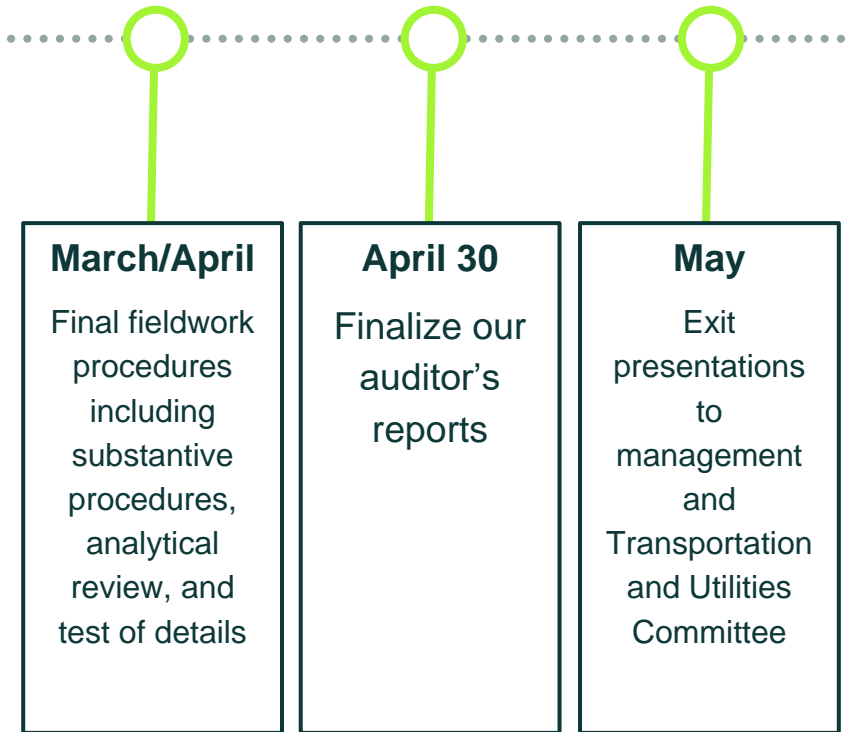
- Auditor is responsible for:
  - forming and expressing an opinion on whether the financial statements are prepared, in all material respects, in conformity with generally accepted accounting principles
  - communicating significant matters, as defined by professional standards, arising during the audit that are relevant to you
  - when applicable, communicating matters required by law or regulation, by agreement with you, or by other requirements applicable to the engagement
- The audit of the financial statements doesn't relieve management or you of your responsibilities.
- The auditor is not responsible for designing procedures for the purpose of identifying other matters to communicate to you.

# Audit Timeline

2021



2022





# Significant Risks Identified

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Based on our current understanding of the Utilities, and financial results to date, the following are the areas considered significant to the audit:

- Utility plant and construction work in progress
- Debt balances
- Environmental liabilities
- Regulatory accounts - deferral of charges and capitalized interest
- Operating revenues – sales to customers
- Operating and non operating expenses
- Information Technology – general computer controls

Final audit plan to be developed based upon results of our testing of transactions and internal controls

# Consideration of Fraud in a Financial Statement Audit

Auditor's responsibility: Obtain reasonable assurance that the financial statements as a whole are free from material misstatement – whether caused by fraud or error

	<b>Procedures to address the risk of fraud</b>	<ul style="list-style-type: none"><li>• Engagement team discussion</li></ul>
	<b>Identify the risks of material misstatement due to fraud</b>	<ul style="list-style-type: none"><li>• Perform procedures to address identified risks</li></ul>
	<b>Unavoidable risk exists that some material misstatements may not be detected</b>	<ul style="list-style-type: none"><li>• Inherent limitations of an audit</li></ul>



# Risks Discussion

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## 1. What are your views regarding:

- SPU's objectives, strategies and business risks that may result in material misstatements
- Significant communications between the entity and regulators
- Attitudes, awareness, and actions concerning
  - SPU's internal control and importance
  - How those charged with governance oversee the effectiveness of internal control
  - Detection or the possibility of fraud
  - Other matters relevant to the audit

## 2. Do you have any areas of concern?

# Documents Containing Audited Financial Statements and the Independent Auditor's Report

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Our responsibility under generally accepted auditing standards



Request for advance notification when you intend to include audited financial statements and the independent auditor's report in a document



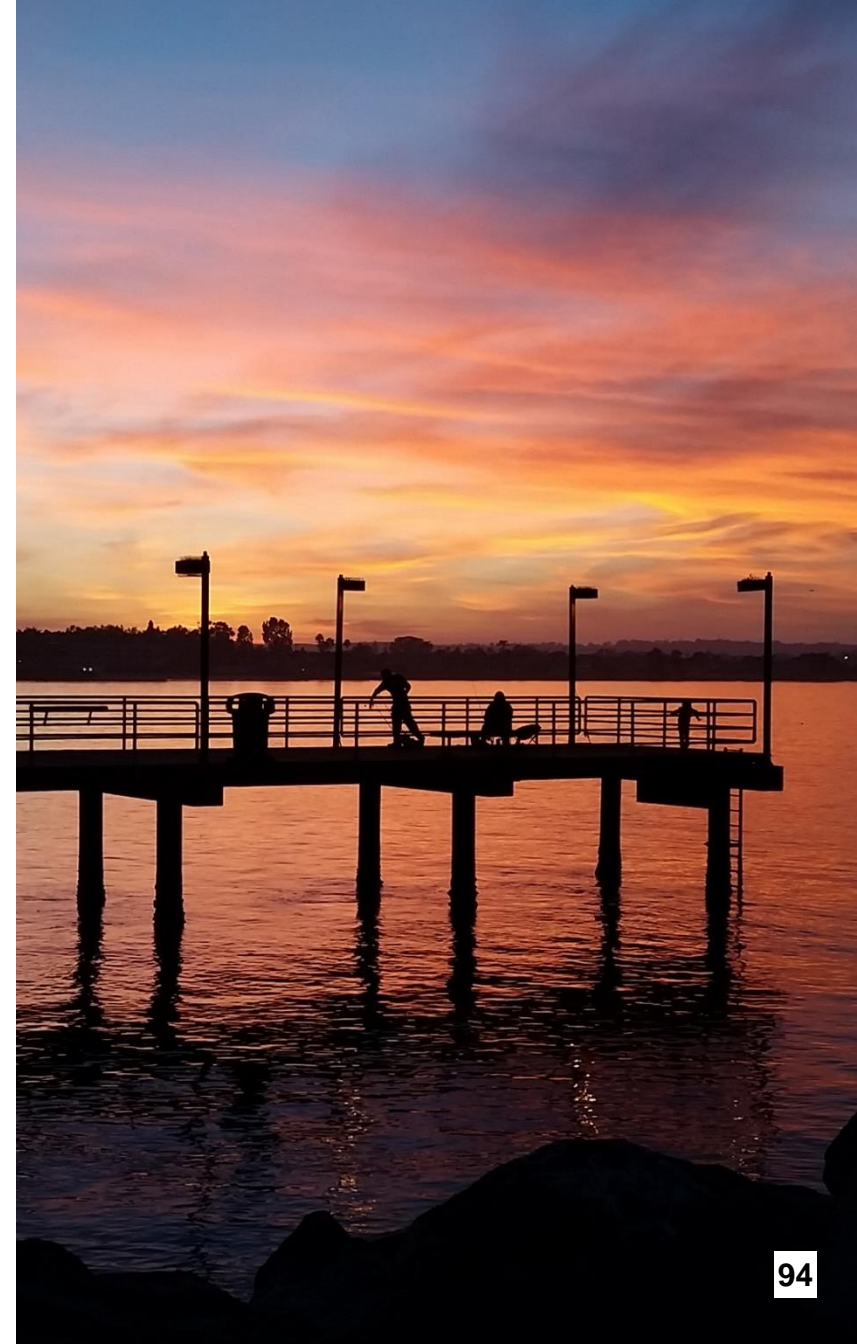
Arrangements to obtain the other information prior to report issuance



# New Auditing Standards

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- Suite of new audit reporting standards is effective for the 2021 audits (SAS No. 134 – 140)
- Audit report format will change; the intent of this was to enhance the communicative value and relevance of the audit report
- Requires auditor to communicate with those charged with governance about the significant risks identified by the auditor in pre-audit communications



# Recent Accounting Developments

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**GASB 87 – Leases (effective in 2022):** Addresses the accounting change for the recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the underlying contract. We are working with management to assist in implementation of this standard in 2022.

**GASB 89 – Accounting for Interest Cost Incurred before the End of a Construction Period (effective in 2021):** This statement establishes a requirement for interest cost incurred before the end of a construction period to be recognized as an expense in the period in which the cost is incurred. In response to this standard, the Utilities have invoked regulatory accounting as allowed under GASB 62 and will continue to capitalize interest as a charge to projects.

**GASB 91 - Conduit Debt Obligations (effective in 2022):** This statement provides a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice. Management does not believe that this statement is applicable to SPU.



# Recent Accounting Developments

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**GASB 92** - *Omnibus 2020 (effective in 2022)*: Enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB statements. This likely will not have a material impact to SPU.

**GASB 93** - *Replacement of Interbank Offered Rates (effective in 2021)*: Addresses accounting and financial reporting implications that result from the replacement of an interbank offered rate (IBOR), most notable LIBOR. Management is assessing the potential impact of this standard.

**GASB 94** - *Public-Private and Public-Public Partnerships and Availability Payment Arrangements (effective 2023)*: Improves financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). Management is assessing the potential impact of this standard.

# Recent Accounting Developments

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**GASB 96** - *Subscription-Based Information Technology Arrangements* - (effective 2023): Provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. Management is assessing the impact of this standard.

**GASB 97** - *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32* - (effective 2022): To increase consistency and comparability related to the reporting of fiduciary component units, mitigate costs associated with the reporting of certain plans, and enhance the relevance, consistency, and comparability of accounting and financial reporting for IRC section 457 plans. Management does not believe that this statement is applicable to SPU.

**GASB 98** – *The Annual Comprehensive Financial Report (effective 2021)*: This Statement establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. As SPU does not publish an ACFR, this standard will not be applicable.



**THANK  
YOU**